

1880.

NEW ZEALAND.

## NATIVE AFFAIRS COMMITTEE.

REPORTS ON THE PETITIONS OF THE REV. W. GITTOS AND  
ARAMA KARAKA HAUTUTU.

TOGETHER WITH MINUTES OF EVIDENCE AND APPENDIX.

### REPORTS.

PETITIONER states that about 15 years ago Wi Apo died; that Wi Apo had been interested in the Pakiri Block; that Pakiri had since been sold to the Government; that the two sons of Wi Apo, who had been left in the care of the petitioner, had a share in the purchase-money to the extent of £400; that in respect of these lands, Arama Karaka, a Native chief, and Mr. John Sheehan were trustees for the sons of Wi Apo; that for the purpose of paying the expenses of the boys' education, Arama Karaka had signed a cheque for £20, which the petitioner sent to Mr. Sheehan for his signature, and to be placed in the bank to the credit of the petitioner; that the money had been withdrawn from the bank by Mr. Sheehan, but had not been paid to the petitioner nor lodged to his credit; that the petitioner had advanced the money out of his own pocket, but had never been repaid, or received any account of the disposal of the amount drawn from the bank by Mr. Sheehan; that, further, the sons of Wi Apo had not received the amount due to them out of the lands of the father in Pakiri.

The petitioner prays for inquiry and redress. Petitioner further prays for inquiry into the rights of certain Natives to a portion of the land alleged to have been erroneously included in the Pakiri Block.

I am directed to report as follows:—

That in reference to the sum of £20, alleged to be been sent by Mr. Gittos to Mr. Sheehan, the evidence shows that a cheque dated 8th December, 1874, for that amount was sent to Mr. Sheehan, and bears his indorsement, but Mr. Sheehan had no recollection of having received the money; but when under examination, Mr. Gittos stated that on his applying to Mr. Sheehan in 1877 on the subject, Mr. Sheehan expressed himself as willing to pay the amount on reasonable proof being produced that he had received the money, and that Mr. Gittos had not furnished the proof required. The claim still remains unsatisfied.

That part of the petition referring to Arama Karaka is reported upon in the proceedings upon Arama Karaka's petition.

The last portion, about the wrongful survey of Mangawhara as part of Pakiri, is founded upon a misapprehension of the facts, and is dealt with in another report.

26th August, 1880.

PETITIONER complains that certain money, the property of the sons of Wi Apo, has not been accounted for, and blames Mr. Sheehan for it. He prays for investigation.

I am directed to report as follows:—

That the Committee has investigated this petition with great care and patience. They have examined the petitioner and a large number of witnesses. They have also carefully read the evidence taken before the Public Accounts Committee in 1877 on the petition of Mr. Brissenden, some of which has a direct bearing on the questions before them. The difficulty of arriving at a definite conclusion has been greatly increased by the fact that no accounts, journals, or cotemporary records of any sort were kept by the trustees, Mr. Sheehan and the petitioner, Arama Karaka, or anybody else connected with the matter; and the only documentary evidence which could be obtained was a deposit receipt and some cheques produced by the Bank of New Zealand at Auckland, which, however, left the application of the money open to dispute. There is no doubt that the amount paid to Wi Apo's trust estate was the sum of £400 in cash. At the time of payment (13th May, 1874) £100 was kept back. According

to A. Karaka this deduction was to recoup him for the survey, which had been paid for by him previously. According to Mr. Sheehan and Mr. Brissenden's account, it was to meet a refund due to Mr. Stannus Jones in respect of an abandonment of lease of part of the Pakiri Block. According to Mr. Nelson, £50 was for Stannus Jones, and £50 for Arama Karaka himself. This deduction being made for somebody, leaves £300 lodged at the Bank of New Zealand on 13th May, 1874, in the joint names of Mr. Sheehan and A. Karaka. In December, 1874, a cheque was drawn payable to order, signed by both trustees, for the purpose of paying Mr. Gittos' expenses connected with Wi Apo and his brother, and there remains at present £80 to the credit of the trust-account at the bank. The above statement leaves £200 to be accounted for. Leaving out Arama Karaka's evidence, which we consider entirely unreliable, Mr. Sheehan says that he and Arama Karaka signed a cheque for £200, dated 14th May, 1874, of the proceeds of which Karaka kept £150 to pay for the survey, and handed him (Mr. Sheehan) £50 for Mr. Jones on account of the cancelled lease before mentioned. Mr. Brissenden says that he paid this money in his own office, in bank notes, to Karaka, which notes he had personally obtained on his own private cheque, given in exchange for Karaka's cheque on the trust fund, being no doubt the cheque above mentioned. Mr. Nelson says that he got Brissenden's cheque for the £200, went to Oliver's shop in the town, found A. Karaka there, took him with him to the bank, drew the money in notes, and gave them in full to Karaka in the presence of a Mr. Hargreaves, and that he knew nothing of the way in which Karaka disposed of them. There is also a great conflict of evidence as to the amount paid to Jones, the amount paid on account of survey, and to whom paid, and on other matters. It seems pretty certain that Arama Karaka himself received the proceeds of this £200-cheque; but whether to recoup cost of surveys paid by him, or towards the expenses of maintaining Wi Apo and his brother, or to repay Jones his advance, or some and which of these objects or any other, is quite unproved by the evidence. It seems to the Committee, however, that there is no evidence to show that Mr. Sheehan handled any part of the £200. The Committee, however, thinks it its duty to call the attention of the Legislature to the expediency of providing some direct control on the part of the Government over trusts in which Natives are concerned, either as trustees or beneficially. Probably it would be well that such trusts should be administered by the Public Trustee. But, at all events, the evidence in the case proves that, in the interests of the Natives, a periodical audit of such trusts by a Government officer should be established.

28th August, 1880.

## MINUTES OF EVIDENCE.

THURSDAY, 24TH JUNE, 1880.

*Mr. R. J. Gill.*

June 24, 1880.

Mr. R. J. GILL, Under-Secretary, Land Purchase Department, examined.

*Mr. Gill:* The first paragraph in this petition, that Wi Apo died about fifteen years ago, is correct. The second, that in his lifetime he was interested in several blocks of land—a block particularly, called Pakiri—is correct. The third paragraph, that he committed the two minors to the care of Mr. Gittos, I know nothing of. The fourth, that the said block of land was agreed to be sold to the Government, and the share of Wi Apo of the purchase was £400, is not correct: the share was £800. The fifth paragraph, the chief Arama Karaka, who was also interested in the block, acted in conjunction with John Sheehan, the late Native Minister of the colony, as trustee for the boys herein referred to, and I was informed by Adam Clark that £400 would be the share of the boys in the purchase-money. I do not know what Mr. Gittos may have been told.

1. *The Chairman.*] Do you know whether Adam Clark and Mr. Sheehan were trustees?—They were trustees.

2. Who appointed them?—They were recommended by the Native Land Court, and appointed by the Government.

3. They were officially appointed?—Yes.

4. *Mr. Wakefield.*] Under what Act?—Under the Maori Real Estate Management Act. The Native Land Court recommends and the Governor appoints. This is the original document. [Document produced.] As to this paragraph, that the two boys were attending school, I have no knowledge; nor have I any knowledge as to the fact of the £20 cheque between the trustees and Mr. Gittos. It is not possible that I can have any knowledge of the other parts of the petitioner's statement.

5. *The Chairman.*] That is, the statement in reference to the money transactions?—Yes.

6. You will observe that there is another portion of the petition in reference to land. I should like to ask whether any questions will be asked in reference to these particular transactions?—I would remark that I am well acquainted with the history of the Pakiri Block from its first being negotiated for. It has been the subject of inquiry upon which I have had to expend a good deal of time.

7. *Mr. Wakefield.*] You are accountant in the Native Office, I believe?—I was some years ago.

8. Have you any official knowledge that this £800—Wi Apo's share of the proceeds of Pakiri—was paid to Mr. Sheehan and Adam Karaka as trustees?—No; the £800 was not paid. Hori te More on behalf of his son Panapa, and Mr. Sheehan and Adam Karaka as trustees for Wi Apo, sold to the Government two interests in the Pakiri Block. This block contains 31,408 acres, and the land was awarded by the Native Land Court to three Natives. This is the original memorial of ownership [memorial produced] of the block of land. The Government were to buy the two interests for £1,600—that is, for two-thirds of the block. £800 was paid, of which it was understood £400 was for the Natives interested, and for whom trustees had been appointed, and £400 for the other interest. The

balance, £800, was paid into the bank to be used when the title was complete. That money has since been drawn out—or a portion of it—by the Government. Mr. Sheehan, Adam Clark, and Hori te More signed a receipt for the full amount of £1,600.

*Mr. B. J. Gill.*

June 24, 1880.

9. Was Hori te More a trustee for the other interest you have spoken of?—Subsequent to the transaction he was appointed a trustee.

10. In conjunction with Mr. Sheehan and Adam Karaka?—No; for the other interest (Panapa's).

11. Then the petitioner is right in stating that the amount received by the trustees for Hori Hopa's sons was £400?—Yes; only the petitioner speaks of the sale being for £400.

12. *The Chairman.*] As I read the petition, it states that the share of the boys was £400?—The share of the interest was £800. The Native Land Court only awarded the land to one boy. There were two children, but one of the children only was appointed by the Native Land Court to succeed to the interest.

13. *Mr. Wakefield.*] Then the petition was right in stating that only £400 was paid, and would have been £800 if the whole of the money was paid?—It would be so.

14. But, instead of that, half the amount was paid in to the Government account as security for the completion of the sale?—Quite so.

15. Where is the receipt by Mr. Sheehan, Adam Clark, and Hori Mori?—It is in the Treasury.

16. *Captain Russell.*] What has become of the £400 that was paid in to a separate account, and apparently has been withdrawn since?—It has been returned to the Government, the purchase not having been completed. It is found impossible to buy the whole 31,000 acres, one of the grantees refusing to sell; and an application is now before the Native Land Court, which will be held at Kaipara on the 14th of next month for the subdivision of the land. The money having been paid to the trustees, I know nothing of what they have done with it.

17. *The Chairman.*] Is there no report made by the trustees to the Government in such cases?—No; they are appointed under Act.

18. *Mr. Wakefield.*] Is there any audit of trust accounts?—No. The Maori Real Estate Management Act is very particular as to how trustees can use their trusts. I think I am right in saying that the Supreme Court is the only authority to appeal to for redress. They are not Government trust accounts in any way.

19. *The Chairman.*] There is the other question, the petition of Matiti Kuha Taiki about this Pakiri Block. They complain that the land was secretly surveyed and taken from them?—After the Native Land Court investigated claims to the land, and made an award, it was competent for them to ask for a rehearing within six months; but that was not done.

20. Do you know these petitioners?—I do not; I never heard of them until I saw their names in Mr. Gittos's petition. I would mention that the statement in the petition that Mr. Sheehan recommended a rehearing must be a mistake. There is no power to grant a rehearing, except by special legislation, after the expiration of six months.

21. Then, practically, there is no redress for these people?—Except by special legislation for a rehearing.

22. *Mr. Wakefield.* Who would be likely to know these people? Would Mr. Lewis know them? Does not Major Te Wheoro know them?

*Major Te Wheoro.* I know the petitioners. Matiti Kuha Taika is an Assessor at Kaipara. Eruera Paikia is the son of old Paikia, one of the leading chiefs there. Heta is a younger brother. I do not know Tatana Waitahehe. I know the three first.

23. *The Chairman (to Mr. Gill).*] Does he know whether these men are connected with the original names in the deed?—The names mentioned in the certificate are the grantees for the land in the block. The Native Land Court made an absolute award to those three Natives.

*Major Te Wheoro.* I do not know their claims to the land; but I know that those who sold the land live at Mahurangi, and the objectors live at Kaipara. The land runs from one district to the other.

24. *Mr. Wakefield (to Mr. Gill).*] Was not this case brought before the Public Accounts Committee two years ago?—Not this particular case; but the whole of Pakiri was brought before them—the matter of the money payments.

25. And what was the result of that inquiry?—It was a question whether in any way fraud was mixed up with the Pakiri transaction in respect to Mr. Brissenden's payment of money that Mr. Sheehan had received. The inquiry rested more particularly on a memorandum by the Commissioners of Audit. The report of the Public Accounts Committee was to the effect that, after very carefully inquiring into the matter, the auditors were wrong in ascribing fraud either to Mr. Brissenden or any one else in connection with the matter, and they considered that Mr. Sheehan was in duty bound to see that the purchase of the block was completed as soon as the Act which was being brought into force in that session would allow. The Act would allow trustees to sell land as trustees. Under the Act under which Mr. Sheehan was appointed, the trustees have only power to lease land for twenty-one years, after the consent of the Governor; but the Act of 1877 gives trustees power to sell.

26. Have they completed the purchase of Pakiri so far as they could?—It is only waiting for the subdivision next July, when I hope it will be completed, and the balance of the money paid over. There are only three grantees, and one of them refuses to sell under any circumstances; and the object is to cut her interest out and complete the purchase of the other grantees' interests.

27. Do you know which part of the block this Mangawhare is in?—I do not.

28. *Mr. Tomoana.*] Were the children of Wi Apo entitled to £800 as their share?—One child is entitled to £800.

29. Was the whole of the £800 handed over to the trustees for that child?—No.

30. How much was given to the trustees?—I understood that the trustees had £400 of the £800 which was to be paid.

31. What was done with the balance?—It was not paid, because they were not in a position to complete the sale of the land.

Rev. W. Gittos.

July 30, 1880.

FRIDAY, 30TH JULY, 1880.

Rev. WILLIAM GITTOS examined.

32. *The Chairman.*] We need not go into the question, Mr. Gittos, of the trust, because we have official evidence on that point; but we come to your assertions, of which, of course, we can get no official information. You said that these boys were attending a certain school?—Yes.

33. In your petition you did not tell us any dates. Just take the petition and go over each point, giving us as nearly as possible the dates of these transactions.—I think I can tell you the dates. The cheque is dated the 8th December.

34. Of what year?—1874.

35. That is the £20 cheque?—Yes, that is the cheque for £20; the second cheque is dated 14th May, 1874. The cheque of £20 is drawn in favour of Mr. John Sheehan. The slips prove that Mr. Sheehan drew the money. And the other was in favour of Mr. Brissenden.

[Witness, at this stage of the proceedings, was sworn by the Chairman.]

36. *The Chairman.*] You said in your petition that there was a cheque of £20 drawn in favour of Mr. Sheehan, and that it was signed by him?—It was signed by him and Arama Karaka Haututu. That was the arrangement between myself and Mr. Sheehan. That cheque was dated 8th December, 1874, and was duly signed by Arama Karaka. Mr. Sheehan also signed the cheque as co-trustee; and the money was to be deposited to my credit in the bank. When my bank-book was made up I noticed that the £20 was not included, which led me to inquire. By further investigation, and by applying to the bank for the cheque and the slip, I noticed that the money was drawn by Mr. Sheehan.

37. Is this the cheque for the £20 referred to?—Yes; that is the cheque referred to.

38. This cheque is dated 8th December, 1874, and signed by Arama Karaka Haututu and Mr. John Sheehan, trustees of Wi Apo, for £20. It is also indorsed "J. Sheehan." Do you know the handwriting?—I know the handwriting of only one of the parties signing.

39. Do you produce this as the original slip [lodgment slip containing entry, "Account E. T. Brissenden, £200"]?—This slip I secured from the bank as the original slip. You will perceive the item of £200.

40. You pass in also a memo. from the bank of a lodgment in which the cheque has allowance for £20; but you cannot, of course, say that that is the same cheque?—I cannot positively say that. I asked the bank to send it, and I secured it from the bank this morning.

MONDAY, 2ND AUGUST, 1880.

Rev. WILLIAM GITTOS examined.

Rev. W. Gittos.

Aug. 2, 1880.

41. *The Chairman.*] As your evidence to-day is in continuation of that which you gave on Friday, perhaps before making any further statement you will be good enough to answer a few questions which I propose to ask in reference to the facts alleged in the petition. You say in your petition that Wi Apo committed to your charge his two sons: is that true?—Yes, it is true.

42. Are these boys still in your charge?—Yes.

43. Are you responsible pecuniarily for their maintenance and education?—No.

44. You say that, by direction of Arama Karaka, one of the trustees for the boys, you applied to Mr. Sheehan for money towards their education and maintenance: at what time was that application made?—I cannot tell the date except by reference to the cheque.

45. Will that enable you to tell the approximate date of the application?—I cannot tell exactly, except by reference to the cheque.

45A. Refer to the cheque?—The cheque is dated the 8th December, 1874. It would be prior to that when I was in Auckland.

46. Did you apply by letter or personally?—Personally.

47. What did Mr. Sheehan say in answer to your application?—His answer was to the effect that the trustees had power to appropriate. My question was whether the trustees had power to appropriate the funds, or whether the boys would merely have the interest of the money; and I understood from him that the trustees had power to appropriate the funds, and he consented to the amount which was proposed, £20.

48. Did Mr. Sheehan arrange that the amount was to be paid to you or in some other way?—I understood him to say that the amount would be handed over to me for the boys.

49. You say in your petition that at Mr. Sheehan's suggestion you got Arama Karaka to sign a cheque for £20: is that true?—Yes.

50. Was it Mr. Sheehan's suggestion or your own?—That was Mr. Sheehan's suggestion. Of course I did not know how to deal with the money.

51. Did you get Arama Karaka to sign a cheque?—I did.

52. You got him to sign this cheque for £20?—I did.

53. You say in your petition that you forwarded that cheque to Mr. Sheehan for his signature, with instructions to place the amount to your credit: was that by letter, or how?—By letter, as far as I remember.

54. Have you a copy of that letter?—No.

55. Did you receive any reply from Mr. Sheehan?—No, I did not.

56. Was the money paid to your credit?—No; it appeared when I got my bank-book made up that the money was not paid to my credit.

57. Has Mr. Sheehan explained the matter to you?—He has not.

58. Can you produce the cheque and state how you came to be possessed of it?—These are the cheques.

59. How did you become possessed of them?—I waited upon Mr. Kissling, manager of the bank. I had seen those cheques when Colonel Hautain went to the bank. A statement was made to him that I had drawn the £20; and I had no opportunity of defending myself except by asking him to go

to the bank with me. And he did so, and, when the cheques were produced with the slips, I referred to Mr. Kissling at that time, and asked him to be kind enough to allow me to take those cheques and slips to Wellington, with my petition. He said he would send them to the bank in Wellington, and he did so. These are the cheques. *Rev. W. Gittos.*  
Aug. 2, 1880.

60. You say you paid £20 on account of the boys: to whom did you pay it, and why did you pay it?—For food and clothing, to one of the storekeepers.

61. Did the guardians of the boys, or either of them, authorize you to incur liability for them?—I may state that they did not authorize me; but Adam Clark wished me to do so.

62. You say you were informed that Arama Karaka received the £20: who told you that?—Colonel Haultain. Not the £20, but £200.

63. Have you any personal knowledge of that £200?—None whatever.

64. You say you asked repeatedly for an examination into the matter: was that by letter or personally?—Both by letter and personally, when I was in Wellington.

65. Have you copies of your letters?—I have one—that is a copy of my last letter to Sir George Grey. [Letter dated 21st July, 1879, read, and reply dated 25th August, 1879.]

66. *Mr. Sheehan.*] These transactions took place in 1873, I think. The sale of the Pakiri Block was in 1874, I think?—I cannot say anything about that.

67. It must have been sold before 8th December, 1874?—Of course.

68. But you know, as a matter of fact, that it took place?—No, I do not.

69. Have you not seen the document yourself?—No, I have not.

70. Do you not remember when the land was put through the Court at Kaipara?—No, I do not.

71. You were not there?—I was not.

72. Adam Clark was there, I suppose; was he not?—I suppose so; I could not positively say.

73. Did you not pass through Helensville at the time the Court was sitting?—I cannot say whether it was the Pakiri Block.

74. Did you not hold service there?—Not that I recollect.

75. Just recollect, please, because I had the pleasure of hearing you?—I cannot say whether it was the Pakiri Block.

76. Did you not pass through while there was a sitting?—You say "a" Court?

77. Yes?—Yes.

78. You heard from Adam Clark, I presume, what had been done with Pakiri Block?—No.

79. Did you not hear when you came back?—No.

80. Did you not hear that the land had been put through?—Not until this matter cropped up.

81. Not until after the sale?—No.

82. Do you mean to tell me that you were not aware until this matter cropped up that the land had been passed through the Court?—No.

83. Is not Adam Clark a neighbour of yours?—He lives on the other side of the river.

84. He is a member of your church, is he not?—Yes.

85. Did he consult you about business matters?—He does now; he did not at that time.

86. Do you mean to tell me that in 1874 you were not aware that the land had passed through the Court?—I was not aware of it until 1874.

87. That you were not aware until 1874. Remember, that is an interval of five years?—It would be before 1874, inasmuch as I had a conversation with you before that.

88. This Pakiri Block runs from the West Coast?—Yes.

89. Ordinarily, in going from Port Albert you would pass through it?—Yes; you would pass through the Pakiri Block.

90. And the owners of it lived close to your own place?—Yes.

91. But was not Wi Apo consulting you on business matters?—Not at that time.

92. Was Wi Apo a member of your church then?—Yes.

93. You tell me that from 1869 until the end of 1874 you were not aware that this land had passed through the Court; that you had never heard it was surveyed and put through the Court?—Yes, I heard it was put through the Court. I simply heard of it; I was not aware of it.

94. Did you hear who had been appointed trustees for this boy Wi Apo before December, 1874?—Shortly before.

95. Who told you?—Arama Karaka.

96. Then you had heard before you saw me that the land had passed through the Court, and that there were trustees appointed?—Just before.

97. Did you hear who they were?—Yes.

98. Myself and Adam Clark, I think?—Yes.

99. In regard to that £20, Mr. Gittos, do you remember meeting me in 1877 in the Government Buildings here in Wellington?—Yes.

100. Did you express to me your satisfaction that this matter had been heard by the Public Accounts Committee?—Not that I am aware of.

101. Did you not say to me that you were glad to hear that the matter was being inquired into?—Yes, I said that.

102. Did you not say you were glad there was only this matter of £20 outstanding?—I did not say that.

103. Did I not tell you that if anything like reasonable proof was produced that this money was due that I would pay it?—Yes.

104. Did you furnish me with that proof?—I thought my statement would be sufficient.

105. Did you send me that cheque or any reasonable proof after you left in 1877?—Do you mean the cheque?

106. Any reasonable proof?—No, I did not give you that proof.

107. Have you ever, from the time the cheque was sent to me for my signature, taken any legal steps for the purpose of compelling me to refund?—None.

*Rev. W. Gittos.*

Aug. 2, 1880.

108. Why did you not do so?—Because I did not wish to do so.
109. Would it not have been better to have brought me into Court?—I thought it would be much better to settle the matter quietly.
110. Why not sue?—Because I had no right to sue.
111. Was it not your money?—No.
112. It was for the express purpose of refunding you advances on their account and supplies given to them?—I suppose it was.
113. Have you taken legal advice?—None.
114. You have referred to the matter of my asking you to interest yourself in obtaining some land for a Mr. Perkins: have you got a copy of that letter?—No, I have not.
115. Do you remember the contents of it?—Yes; it was to this effect: “Dear Sir,—Will you kindly interest yourself on behalf of my friend, Mr. Perkins, who is residing in Onewhero. Can you secure for him 100 acres or more of the land on which he is residing? If so, I will hand over to you the money.”
116. Did I mention that the land was inside the Pakiri Block?—No.
117. Then how do you say that I asked you to buy the land because it was in the Pakiri Block?—I did not say so.
118. Then that statement in the petition is incorrect?—I do not think it is in the petition.
- Mr. Sheehan:* It is there.
- The Chairman* read an extract from the petition bearing on this subject.
119. *Mr. Sheehan.*] Mr. Perkins was a settler, was he not?—Yes.
120. And I asked you to assist in securing for him the freehold of land on which he was living, without mentioning particular blocks?—No, but that was part of it.
121. I have not been a frequent visitor to Onewhero, have I?—You have been there twice or three times.
122. And you are aware that this Pakiri Block contains 35,000 acres?—No, I have not seen a map.
123. It runs in a long, narrow strip of land on the East Coast, does it not?—It may, but I do not know the boundaries.
124. Then, if you do not know the boundaries, is it not probable that I do not know them?—It is possible. I do not know.
125. That was in 1872, was it not—on the occasion of my first election?—I think it would be.
126. Assuming that it was in 1872, you must have known about the Pakiri Block if I wrote you asking you to buy land in it?—I knew at that time—that is, by a statement made by a Government officer.
127. But you had heard at that time that there was a Pakiri Block which had been surveyed and put through the Court, and that the land I asked you to buy was inside that?—Yes, it was inside that.
128. You said just now that it was not until December, 1874. You said about the time I got the cheque, or shortly before that, referring to your personal interview with me, before you got the cheque?—Shortly before.
129. At that time, Mr. Gittos, I was not a member of the Government, was I?—I do not know.
130. I joined the Government in 1877, and therefore I could not have been a member of it in 1872?—I do not know.
131. Do you not know I was a private member of the House at that time?—Yes, I think so.
132. There was some dispute about the boundary of the block on that occasion, as appears from your own statement. The Oruawharo people alleged that some of the lands on that side of the boundary had been improperly taken into the back block?—Yes.
133. And this land in respect of which I wrote you for Mr. Perkins formed part of the disputed block, did it not?—Yes.
134. The impression in the district was that it was not inside the Pakiri Block?—The impression of the Europeans was that it was in the Pakiri Block, and of the Maoris, that it was not.
135. It would not, I presume, be improbable that a traveller in the country would hear that the block was inside. It would be part of the common talk of the district, I presume. Is it not quite possible that a settler in the district, or settlers in the district, might have told me this particular piece of land or other lands were not inside the block?—It might be so; but the general impression was that it was inside.
136. Did the letter I sent you on behalf of Mr. Perkins contain any improper overture to you?—Nothing.
137. No terms or anything that you might not have received?—Nothing.
138. No suggestion of anything that you might be ashamed to do?—Nothing.
139. It was an ordinary business letter recommending Mr. Perkins to your consideration?—Yes.
140. Now, Mr. Gittos, you will remember that you mention in your petition that you spoke to me with regard to a rehearing of this particular area?—Yes.
141. Did I not inform you in the presence of Mr. Gill that, as the law stood, a rehearing could only be given by an Act of the Assembly?—You did that.
142. The six months given by the Act having expired many years before?—Yes.
143. And I promised you that I would look into the matter, and see if a rehearing could not be arranged for?—I understood that you promised it should be.
144. If you remember, I pointed out to you that the House would most jealously watch any attempt to grant a rehearing of a block which had passed through the Court so many years before?—Yes.
145. Did I not mention to you the Ohikoka Block?—I do not remember.
146. Then, so far as that allegation goes against me, it is that a rehearing was not obtained from the House by statute?—That there was no rehearing.

Rev. W. Gittos.  
—  
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147. You do not mean to say that it was criminal on my part, I presume?—Certainly not.
148. It meant that I used red-tape forms to keep you waiting for two years?—I think all that is implied is that the promise was not fulfilled.
149. If I did make the best inquiry possible to see if a rehearing could be obtained, and found that it was not possible, then that would release me from my promise?—If I had heard that it was so.
150. You would have considered me released if I had done my best to obtain a rehearing?—I should do so.
151. Then that charge resolves itself into a want of courtesy [in not informing you that I had failed?—It would not imply more than that.
152. If I could show you I took all this trouble, the only charge would be that I did not inform you at the time as I ought to have done?—That is all.
153. You have replied to the Chairman that you knew nothing of the transactions in regard to the sale of the Pakiri Block?—Nothing.
154. You had no hand or part in it?—Nothing.
155. And whatever you may know now is simply hearsay?—Regarding the sale. I have not seen the maps.
156. Then what you know in regard to the disbursement of the money is a statement by people afterwards?—Yes—a statement by Adam Clark and others.
157. And therefore, when he tells you that he only got a portion, and left a portion in the bank, that information comes to you from Adam's statement only?—From Adam's statement only.
158. Did you go to the bank for these cheques?—I asked Colonel Haultain and Arama to go with me.
159. You are speaking now of the first time?—Of the first time.
160. I am talking about the second time?—Adam went with me. I had no authority to get the cheques.
161. You said just now that Adam admitted signing that cheque for the £200, but he thought it was a receipt for money?—I did not say he signed a cheque; I think I said he signed a document.
162. That was his explanation in regard to this cheque?—Yes.
163. He admitted signing it?—Signing a document for £50, not for £200.
164. Do you know that when Adam Clark was before Mr. Commissioner Haultain he denied having signed a document at all?—No, I was not aware of that.
165. And that the Commissioner in his report states that that was a lie?—I was not aware of that.
166. That, in point of fact, Adam Clark committed perjury?—I was not aware of that.
167. Then, Mr. Gittos, in regard to the £20, you have never taken any legal action for its recovery?—None.
168. And you did not furnish me with the legal evidence which you promised in 1877?—I did not furnish you with the cheque.
169. Of course it was no implication against your veracity; but, as a matter of business, I was bound to require something more than a man's asseveration. You did not furnish me with evidence?—Not beyond that.
170. In regard to Mr. Perkins's block of land, there was nothing to indicate that it was inside the Pakiri block of land, or that I wished to purchase inside the Government purchase?—Nothing.
171. You admit that, if I used my best exertions to procure a rehearing, I kept my promise?—You would have done so.
172. And, in regard to the sale of the Pakiri block of land, you know nothing except what you have heard from Adam Clark?—That is all.
173. *Mr. Wakefield.*] What was your first step when you found that you could not get this £20?—I think my first step was to write to Mr. Sheehan.
174. The course of events was this, was it not: You asked Mr. Sheehan to give you the £20, and he asked you to go to Adam Clark and get a cheque signed by him. You went to Adam Clark and got a cheque signed by him; you then sent it to Mr. Sheehan, and did not get it back again?—I did not.
175. When did you next apply to Mr. Sheehan for the money?—I informed him of the fact that the money was not passed to my credit.
176. Was that in writing?—I cannot positively say. I informed him of the fact, and he said it would be all right.
177. And, having applied to Mr. Sheehan, and having been told that it was all right or would be all right, what did you do then?—I waited until my bank-book was made up the second time.
178. Then, finding it was not all right, what did you do next?—I applied to Mr. Sheehan, and then applied to Colonel Haultain. I related the matter to Adam Clark, and he expressed his surprise at the money not having been paid.
179. What did you do then?—I applied to Mr. Sheehan again, I think. I cannot tell how many times I did so.
180. What answer did he give?—I do not know.
181. You must have had some answer?—No, I did not.
182. Did he not give you any reason for the non-payment of this £20?—No, he never gave any.
183. *Mr. Bowen.*] I only want to ask one question. I do not quite understand why you say the trustees did not proceed in the matter in a Court of law when it had been so long pending?—I never wished to do so. I valued Mr. Sheehan's reputation. I never wished to bring the matter before the public. I only wished it fully explained.
184. *The Chairman.*] I have heard a good deal about the interviews in 1877: had you any interviews or communication by letter between December, 1874, and the time referred to in 1877 about this cheque?—Both interviews and letters; but, unfortunately, I have not copies or the dates. I had both interviews with Mr. Sheehan, and communications by letter. I wrote to him on the subject to get interviews.

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185. *Sir William Fox.*] What is the Otamatea School—a Government school?—A Government school.

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186. *The Chairman.*] You mentioned having twice consulted your bank-book, and on neither occasion you found the £20 entered to your credit. Between the 31st December, 1874, and the 30th June, 1875, had you any communication with Mr. Sheehan?—As regards the dates I am quite at sea.

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ARAMA KARAKA SWORN and examined.

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187. *Mr. Sheehan.*] What is the reason you have come here?—Here to Wellington?

188. Yes, to Wellington?—To have investigated a grievance that has befallen me.

189. *The Chairman.*] State what the grievance is.—Before entering into the matter of this grievance I will commence from the beginning. I may mention that Te Hemara applied to me for some moneys at Mahurangi. He wrote to me because I was one of the grantees in that block. We arrived at Kaipara. Monro, De Thierry, and Nelson brought the money with them, and divided it out for each individual. After this I thought of returning; but Mr. Nelson said, "No; stay here, and go to the Awaroa." I said to him, "There is no reason why I should go to the Awaroa. I came here simply on account of this money." Mr. Nelson said to me, "When you get there, there will be something to talk about." I agreed. I went to that place, but Hori te More did not. He remained behind. When I got to the Awaroa I was asked why he remained behind. I said I did not know why he remained behind. Mr. Nelson said, "Then stay here while I go and fetch Hori te More." He left at night. The next day we went to Auckland. I did not know what we were going for. We arrived in Auckland in the evening. Nelson asked me to go up to his house and have some tea. I asked him where his house was. He said at Mount Albert. We got a cab and drove to his house, where we had tea. After tea was over we went into another room. Nelson came into the room where we were, with £50. He counted this £50 and divided it, giving me £25 and Hori te More £25. I began to think, "What is this money for?" Nelson said to me, "This is for you to live on in town." We went back to town to sleep that night. At 10 o'clock next morning Mr. Sheehan and Mr. Nelson appeared. I did not know at that time that this money was on account of the land, but it was known to the Europeans. Nelson said, "Let us go and seek Mr. Brissenden." We went to a place of meeting, Council Chambers, near the Supreme Court building. When we got there we perceived Mr. Brissenden. He was beckoned to by Mr. Nelson to approach. He did so. We came back then, and when we got to a hotel below the Commissioner's office Mr. Sheehan proposed that we should go into it. Mr. Brissenden disappeared. He was away some time, and came back again. He brought a bag of money. He proceeded to count out the money. At that time we had not heard that this money was for Pakiri. The money was counted out on the table. It amounted to £900. Then Mr. Nelson told me and Hori te More that this was the money for Pakiri. Then I said, "I did not know that we met here to settle about the selling of Pakiri. Had I known that I would not have come, because my idea was that the price per acre should have been first fixed before attempting to conclude the arrangement. As it is, as the price has not been fixed, there will be a great deal of trouble." Mr. Nelson said, "It does not matter now, as Panapa, Hori te More's son, is dead; and, he being dead, it is just as well to pay the money over to Hori te More and his son. Let them have the benefit of his share." His idea was that Panapa's father should receive his share, and so should also Wi Apo's share be paid. Then, addressing me, he said, "You are not in the grant, but these people are interested parties." I said, "That is true, and it is already arranged that Mr. Sheehan shall be trustee on behalf of Wi Apo's children." Te Kiri said that Mr. Sheehan was to be the trustee and the lawyer for Wi Apo's children. Both of us were to be guardians.

190. *Mr. Sheehan.*] Is Kiri a pakeha or a Maori?—A Maori. Then I said, "That is where the trouble will take place, in not fixing the price per acre for each acre of land." Then Mr. Nelson said to me, "You are not in the grant of the land." Then I said to them, "Why do you ask me to pay for the survey of the children's portion? Why do you not ask the boy himself to pay for the survey instead of asking me to pay the £100 for it? As it is now I have nothing to do with that money." Then they said to me, "Oh! we will pay your money back." What they meant was that they would pay me back what money I had paid on account of the survey. I said, "That is just." Then they divided the money, giving £450 to Hori te More and £450 to Wi Apo. Then I said to both of them, "I think that is your own idea that you are carrying out. All I ask is to have my money paid back." Then Mr. Nelson gave me £50. Then I considered over the matter, and thought of the £25 I had received on the previous night, and my thought was, that was a portion of the £100 I had received with the £50. Then Mr. Nelson gave Te Hemara £25. Mr. Nelson and Mr. Sheehan next wrote something on paper, and having paid these moneys, mentioning the amount, and asked me to go and sign it, saying, "Go and sign your name to this document." I said, "Yes." I wrote my name to the document, and remarked at the time that "the only thing wrong about these transactions is, that the price of the acre has not been fixed." Mr. Nelson then said that there was still to be paid on account of that land £800. He said, "That will be the time to arrange about the price for the acre." I said, "No." Then I said, "Who will take care of this money for Wi Apo? Who will take it to the bank?" because I thought then that Mr. Sheehan was the proper person to take it to the bank. They said, "No; take it yourself." Then Nelson and myself went straight to the bank. Nelson spoke to the manager of the bank, who said, "Yes, take it to the proper person." While the money was being counted I saw that the amount was put down on a slip of paper, which was brought to me by Mr. Nelson. I was folding it up to put in my pocket when Mr. Sheehan arrived. He asked Mr. Nelson some question in English, and Nelson indicated me, and said, "He has got it." Mr. Sheehan then asked me for the slip, which I took out and gave him, and he put it into his pocket. I said, "No; give it to me." I urged him to give it to me, and he said, "No, let it remain with me." Mr. Sheehan then went out, and Mr. Nelson said to me, "It is all right, because Mr. Sheehan and you are both trustees." I said, "No, it is not all right. If the paper remained with me, then it would be all right." We then went out, they proceeding their way, and I went my way. The next day I returned to Kaipara. I had nothing more to do with that money.



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191. From the time you left the bank?—From the time I left the bank I ceased to know anything about it. It was left with Mr. Sheehan as a trustee. I will state how I got to know about the money afterwards. A year after this there was a heavy flood in our part of the district, and I said to the boy Wi Apo, "We have sustained very great loss through the floods, and you should write asking for some of your money to be given to you for flour and provisions." The boy said, "Yes," and wrote a letter. The letter was written to Mr. Nelson, asking him to advance a sum of money; and if he and Mr. Sheehan could not advance the money from the bank, to advance some of their own money, and they could take it out of the money in the bank. That letter was not answered; no reply was sent back. But about a month and a half afterwards the letter itself was sent back, but no word accompanying it as to whether there was any money, or any money was to be advanced. When I got back Mr. Gittos asked me why I went to Auckland. He also asked me whether the money had been paid, and how much. I said, "Four hundred pounds. It has gone into the bank."

192. When you came back from where—back from the sale?—When I went back after the sale of Pakiri. Then Mr. Gittos asked whether it was a fair transaction. I said I did not know whether it was or not; that if I had the bank-slip in my pocket then I would consider it fair. That is all I knew about this matter until the time after the flood that I have mentioned. Mr. Gittos then came to me. He said, "Would you not like that a letter should be written on account of the children, asking that money be given them from the bank?" I said, "I do not know what to do." He replied, "You are one of the trustees with Mr. Sheehan in this matter, and you had better sign a cheque for £20." I said, "All right," and signed the cheque, which was brought away by Mr. Gittos. That is the end of my story. There is nothing further that I can speak about.

193. *The Chairman.*] You say there was a sum of £900 to be distributed: are you quite sure of that?—Yes; I am certain that there was £450 of that coming to Hori te More, and £450 to Wi Apo.

194. What was due to Adam Clark?—I got separately £50 on account of the survey that I had paid for, and I got £25 on the previous night, and there were £25 given to Te Hemara. This made up the £100, which I took to be the full payment of the amount I had paid for the survey.

195. Then that left you £350 still remaining for Wi Apo?—No; I think £400. Fifty pounds was given to me, I had received £25 on the previous night, and another sum of £25 had been given to Te Hemara; which made up the £100 which I had paid for the survey.

196. But when you got this £100 out, that left £350 in addition for Wi Apo's children?—I consider it was £400, because when I went back north I told them £400 had been lodged in the bank on account of Wi Apo's children.

197. Was that in addition to the £100 for the survey?—The £400 was separate from the £100.

198. Did you count the £400?—It was counted out on the table. I did not count it myself, but I took it to the bank. It was counted out before me, and I saw it was £400. It was counted by the bank-man.

199. Did you count it yourself?—No.

200. When you took it to the bank did you count it?—I understood the amount to be £400. It was counted out before I went to the bank. The man counted it. Mr. Nelson was present. I fully understood it to be £400.

201. Did anybody touch the money between the time you got it and the time it was lodged in the bank? Was it in your possession all the time?—I had possession of the money right up to the time I took it to the bank, and the man in the bank took the money from me.

202. Did you sign a lodgment-note?—I was away from the counter. Mr. Nelson was alongside the counter.

203. Did you sign a cheque the day after you made that lodgment?—No.

204. Do you know what a cheque is?—Yes, I understand what it means.

205. Did you sign one the next day?—No.

206. Do you remember signing a cheque at all on account of this, besides the £20 you have already spoken of?—No, I do not remember.

207. Did you ever hear of a cheque for £200 on account of it?—When Mr. Gittos and I went to Auckland the matter of this £200 was told to us. It was told to us by the Commissioner. Mr. Gittos asked me, "Is that your cheque?" and I said "No." That was why Mr. Gittos was so careful in going to the bank and having the thing looked into. Mr. Gittos can explain that.

208. After you lodged this money in the bank did you receive any money from anybody?—No; I returned home the day after the money was lodged in the bank.

209. Did you see Mr. Brissenden after you lodged that money?—No, I did not. The last time I saw Mr. Brissenden was when the money was on the table.

210. Did Mr. Brissenden give you any money at any time?—No, he did not.

211. Never?—No, he never gave me any money. That was the last time I saw him—when he was present, and the money was on the table. The only thing I know about was that Mr. Gittos asked me to sign a cheque for £20, and I did so.

212. Did you give Mr. Sheehan £50 on the day after this lodgment in the bank?—No!

213. Did you ever tell Mr. Sheehan to pay a man named Jones any money?—I do not know.

214. Do you remember that the land was let for timber purposes to anybody before the sale?—I heard something of that, but I did not see the money.

215. Did you pay any compensation to those people that had the right of cutting the timber?—All I know is, that a European went there to negotiate about the right of that land, and it was agreed to, the sum of £200 being paid to Te Kiri and Hori te More.

216. *Mr. Sheehan.*] By whom?—By Mr. Nelson. Then it was told to me that there was £100 in the bank for me. I said, "Leave it there. I will not go for it." I never went for it; it was left there.

217. *The Chairman.*] What do you mean by that £100? What was it left for?—It was £100 on account of the timber; it was part of the timber money. I said I would not touch it, I would leave it there; and I did so. If I had been one who was concerned in the transaction, and had a voice in

*Arama Karaka.* fixing the price for the timber, then I would have been clear about it, and would have recognized the money.

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218. Had that anything to do with this lodgment for Wi Apo's children?—No; that is separate money altogether. It had nothing to do with the trust money for Wi Apo.

219. Did you sign that lodgment-paper?—No.

220. Do you say that is for £300?—All I knew was £400.

221. But do you not see that the lodgment receipt is for £300?—I only know of £400, because I do not know anything about what was written at the bank. I know what was written when the money was divided.

222. Did you sign that paper without reading the figures?—I did not sign any paper in the bank. What I signed was a paper immediately after the money was divided between Wi Apo and Hori te More. We brought the money to the bank. I did not approach the counter. It was Mr. Nelson who was alongside the counter.

223. How did you sign that then?—I did not know about my having signed this. I know about signing the document when the money was divided out.

224. Did you sign any paper at all at the bank?—No.

225. Did you sign that paper when you got the money?—The only paper I can remember is the one I signed when the money was paid to Wi Apo. Any one could imitate my handwriting.

226. Then look at this, and see if it is your handwriting?—This has already been looked into before I came here. Mr. Gittos knows everything about it. All I know is that I signed no paper at the bank.

227. *Mr. Bowen.*] Examine the signature now, and see whether you believe it to be yours or not?—This signature is just like the signature I signed when the money was received. There are other papers I have signed. I imagine that this has been copied from my signature by some person or other.

228. *Mr. Tomoana.*] Did you give up the receipt quietly to Mr. Sheehan, or how was it that it came into his possession?—Mr. Sheehan came into the bank, and asked Mr. Nelson who had the receipt. Mr. Nelson said, "Arama Karaka has got it." Then he turned round to me, and asked me to give it to him. Mr. Sheehan looked at it, and put it into his pocket. I said, "No; leave it with me." He said, "No; it is better with me." Nelson said, "It is just as well it is so, because you are both trustees for the children."

229. Was that the paper that you said you signed?—No; that is not the paper I signed. The paper I signed was the one that was presented when the money was divided. The man in the bank, after he had done some writing on a slip of paper, did not call out to me, but handed it to Mr. Nelson, and Nelson handed the paper to me. He said, "Now everything is right." It was at this time Mr. Sheehan appeared on the scene, got possession of the paper, and took it with him.

230. *Major Te Wheoro.*] When the money was divided between Wi Apo and Hori te More, Wi Apo got £450. Who got the £50?—In speaking over this matter I remarked to them, "Why do not you ask the children to pay for the survey instead of getting me to pay for it? I have paid £100 for the survey." They said, "Your £100 will be refunded." They gave me the £50 on account of the survey.

231. When it was decided that the £400 should be paid on behalf of the children, did you sign any document there?—I signed at the time. When the money was divided out I signed the paper.

232. Was it a paper something like this that you signed [deposit receipt produced]?—No; it was an ordinary paper that I signed. I did not sign a document like that.

233. Did you not sign any other piece of paper like this after the money had been divided out?—No; I did not sign any other paper after the money had been divided. The paper which was given by the bank was a white one, not a red one.

234. Were the contents of the paper that you signed made clear to you—I mean the paper you signed at the time the money was divided?—All that was done was this: They said, "Come here and sign your name." I went and signed my name. Then the other person was called, and he did so in like manner. Te Hemara was the witness. He was a disinterested party.

235. *Mr. Bowen.*] I understand you to say that £450 was the share of the children, and £50 was paid to you for survey, and that you understand that £400 was put into the bank, while the bank slip shows £300. When did you first find out that it was £300 and not £400?—I had nothing to do with the money after it was paid into the bank at that time, and I was always under the impression that it was £400. I first knew about the time that those cheques were drawn, when Mr. Gittos and I went to the bank. He can explain that much more clearly than I can.

TUESDAY, 3RD AUGUST, 1880.

ARAMA KARAKA re-examined.

*Arama Karaka.*

Aug. 3, 1880.

236. *Mr. Sheehan.*] What was the name of the block of land in respect to which these moneys were paid?—Pakiri.

237. Do you remember when the land went through the Court?—I cannot remember, but I know it passed through the Court.

238. Who surveyed the land?—Te Kiri and other Natives.

239. Did he know that the land was about to be put through the Court?—Yes.

240. Do you remember the persons in whose favour the decision was given?—Yes. I remember the land going through the Court. Te Kiri arranged with you (Mr. Sheehan) to act as a lawyer in the case in such a way as to keep me out.

241. Who told you that?—I knew from the fact of your appearing as a lawyer.

242. Did I appear in this case at all in Court?—I knew that you were acting as a lawyer for the purpose of getting me out of the block, and Wi Apo into it, and that the whole thing was worked by Te Kiri and not by you.

243. Were not the grantees Rahui Panapa and Wi Apo?—Yes, I know they were.
244. You were present in Court when the decision was given, were you not?—I was present in Court, and I claimed to be inserted as one of the owners. My father was of the elder branch, and the younger branch was that to which the boy belonged; and they put the boy in instead of me.
245. Then, did you consider that you had a better claim than the boy?—Yes; because he was of a lower branch.
246. Though you became trustee for this boy, you were trustee of an interest which belonged to yourself according to your own reasoning?—Yes.
247. Do you remember what took place in Court with regard to the appointment of trustees?—Notwithstanding my efforts to get into the block, the boy was put in instead of me; but I thought I had a claim to the land, as I was of the elder branch of the family.
248. Do you remember what the Judge of the Court said in appointing the trustees?—Yes.
249. What did he say?—The Judge said that John Sheehan and myself were to be the trustees.
250. Then you knew that you and I were to be trustees?—Yes.
251. Did I ever ask you to be allowed to become a trustee?—Yes.
252. When?—There, at the time of the Court.
253. Did I ask you in Court to be allowed to become a trustee?—The Court said Mr. Sheehan and myself were to be trustees.
254. Did I ever ask you to be allowed to become a trustee?—Yes.
255. When?—At that time, when the land was being put through the Court.
256. In the Court?—Yes.
257. Are you quite certain of that?—Yes.
258. Did I say to you, "Adam Clark, may I become a trustee in this block?"—Yes.
259. Did I say so to you in Court?—Yes.
260. You are quite certain?—Yes.
261. Did you hear the Court, in appointing trustees, refer to me by name?—Yes.
262. Did you not hear the Court say that the Court itself had asked me to become a trustee, and that I had agreed, very unwillingly?—I heard that. I do not know whether you were unwilling, or not.
263. But you heard the Court say so?—I heard that.
264. Where were you living then?—At Otamatea.
265. Where was Mr. Gittos living?—He was living there.
266. Mr. Gittos is a very great friend of yours, is he not?—Not a friend, but a minister.
267. Is he not a personal friend at all?—He is the minister of that district, and he is a father to us.
268. Is he not a person to whom you go frequently to consult on various matters, apart from religion?—Yes, I go to him.
269. Did Mr. Gittos offer any objection to the survey of Pakiri, so far as you know, at the time of the survey?—I do not know.
270. Did you tell Mr. Gittos?—I spoke to Mr. Gittos.
271. About the survey?—I said nothing to him about the survey.
272. About what?—When I came to hear of the survey it had been completed, and I went and told Mr. Gittos that I was going to the Court.
273. For what purpose?—About the investigation of Pakiri.
274. Then Mr. Gittos knew at the time the land was being put through the Court what you were at the Court for?—Yes.
275. When you returned, did you let Mr. Gittos know what the result of the investigation was?—Yes.
276. For that block?—Yes; and I also told him that Mr. John Sheehan had been appointed one of the trustees for the children.
277. This was after you went back from the Court?—After I had returned from the Court.
278. Do you remember whether Mr. Gittos passed through Awaroa at that time, while the Court was sitting?—Yes.
279. Do you not remember Mr. Gittos holding Divine service there?—Yes. He was on his way to Auckland.
280. Do you remember who the surveyor was?—I do not know who the surveyor was, because he was appointed by Te Kiri and Nathan.
281. Was it Mr. O'Meara—a tall, dark man, who was at the Court at the time?—I saw him at the investigation in the Court.
282. Do you remember what the amount of the survey bill was?—I know it was £300.
283. Is not this Pakiri Block a long, narrow strip of country reaching from the East Coast? What is the boundary on the west of the river?—The Oteo River runs through it, the boundary of Orua-wharo, a Native boundary.
284. The old Native purchase?—Yes.
285. There are, I believe, on this land some small patches of kauri timber here and there?—Yes.
286. Do you remember being interviewed by any person or persons after the land went through the Court for the purpose of granting a lease of the kauri timber?—Yes, I remember.
287. Do you remember who it was that saw you?—I only knew him by the name of Wi.
288. You gave the name yesterday?—He was the first person I remember who came to me, and I referred him to Rahui and Hori te More.
289. What was the name of the person?—Wi is the name I know him by.
290. Was he not a half-caste?—I think he was.
291. Do you know if his name was Swanson?—Perhaps it was. After this I heard that the money for the kauri timber on the land had been taken by Hori te More and Rahui. They got £100 each. They said to me—

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292. Who said?—Hori te More said to me, "The money for you is in the bank—£100." I said, "I will not touch that money, because I was not present when you made the arrangements."
293. Where did you say that to them?—When I got to the Awaroa. I was then on my way to Auckland. He spoke to me there.
294. Was that when you came down for the purpose of selling the block?—I did not know that I was going down to sell the land.
295. Was it that time when you were going down to Auckland to sell the land?—I told the Committee yesterday that when I came down to Auckland I did not know I was going to sell my land.
296. Was the time that you saw Hori te More at the Awaroa, and were told about selling the timber-land, the time that you were taken down to Auckland, not knowing that you were going to sell the Pakiri Block?—No; that was another time. It was not the time I came down when Pakiri was being sold.
297. You told us yesterday about your coming down to Auckland when Pakiri was sold, for the purpose, as you afterwards found out, of selling the Pakiri Block?—I said yesterday that I came to Auckland for the money for Mangakuhia. When the money was counted out to me Mr. Nelson said to me, "You had better go back to the Awaroa."
298. He asked you to go to town?—Yes; Mr. Nelson asked me.
299. Did I ever ask you to go to town?—No, you did not.
300. Did I ever at any time ask you to go to Auckland for the purpose of selling the land?—No; you did not ask me to go down at any time; but Mr. Nelson did.
301. You said yesterday that when you came down you went to stop at Mr. Nelson's house, and that in the morning at 10 o'clock I came with Mr. Nelson to see you?—Yes.
302. Did I not see you first at the Provincial Council Chambers, in the evening, near the Supreme Court?—I saw you on my arrival, and then I went to Mr. Nelson's.
303. Why did you not say so yesterday?—I said yesterday about going down to the meeting-house.
304. Did you not say yesterday that when you came to town you went to stop at Mr. Nelson's house that night, that in the morning I went to Nelson's house to see you, and that in the afternoon you came to town?—I said yesterday that myself, Hori te More, Te Hemara, Mr. Nelson, and you went to the Provincial Buildings.
305. Where from?—We went from the town.
306. Was I one?—You were one. I am under the impression that the object of our going together was to see Mr. Brissenden.
307. Did you not know that at that time the Provincial Council was sitting in Auckland?—Yes.
308. And did you not come with Mr. Nelson and your friends up to the Council to see me?—We went to get Mr. Brissenden.
309. Did you and your friends not come up to the Provincial Council to see me?—We went together; Mr. Sheehan was with us, and Mr. Brissenden was one.
310. Where was he?—He was in the House.
311. Was he a member of it then?—I do not know what he was. He was there.
312. Had he an office there?—I do not know whether he had an office there.
313. But you are quite clear that on that evening you and I, Nelson, Te Hemara, and Hori te More went to the Provincial Council for the purpose of seeing Mr. Brissenden?—Yes; and we all came back together, as I said yesterday.
314. Was that the day that you came to town, or the day after?—That was the day that the money was produced.
315. Do you speak now of the whole of the money, or the part-payment which you said was made to you by Nelson?—I am speaking of the whole of the money that was paid on that day.
316. Did that take place in the hotel in Official Bay, as you have told us?—Yes; the money was paid there.
317. Now, I ask you to remember again. Can you not remember the day you came to the Provincial Council to see me because I was in the Council, and that it was because I was going down there to dine that I agreed to meet them before dinner, on the Council rising at half-past 5 o'clock?—I do not know anything about that. All I know is that the money was paid, and that we went to get Mr. Brissenden.
318. Then you do not remember, even now, that you came to see me at the Provincial Council?—I know nothing of that. All I know is that my Maori friends, you, and Mr. Nelson went up to this building.
319. Who were present?—There were three Maoris.
320. Who were they?—Myself, Hori te More, and Te Hemara.
321. What Europeans?—Mr. Brissenden, Mr. Nelson, and yourself.
322. Mr. Nelson and myself spoke Maori, did we not?—Mr. Nelson spoke Maori.
323. Did not the whole take place in Maori?—Yes, everything was said in Maori, because we did not understand English.
324. Do you say that before you came into the room you were not aware of the object of your coming to Auckland being to sell Pakiri?—Yes, I say that.
325. Even if Te Hemara, Hori te More, and Nelson say you knew perfectly well what you came for?—I did not know Pakiri was going to be sold.
326. Will you say so if four witnesses come forward and say you knew perfectly well?—I would say that I did not know, because I asked Mr. Nelson, and Mr. Nelson said, "You had better go to Te Awaroa with Hori te More. We want to have a talk." I thought that they would have first fixed the price per acre before concluding the bargain, but I was surprised when I was informed that that money was the purchase-money for Pakiri. I exclaimed at the time that it was a foolish transaction, and that the proper course would have been to fix the price per acre at first.

327. Who did you think would fix the price per acre?—According to my own idea, I thought that I and Hori te More should have been the persons. *Arama Karaka.*

328. Are you speaking of what took place in the hotel when you are speaking of the price per acre?—Yes; I said that at the time. *Aug. 3, 1880.*

329. What was the price agreed to be given for your interest in the land at that meeting?—All I know is that the boy got £450 and Hori te More got £450.

330. Was that the total amount?—Yes.

331. There was no balance left?—They said to us at the time that there was a balance of £800 left.

332. Still to be paid?—Yes.

333. What amount did you pay on account of the survey?—£100.

334. That was before you came to this meeting?—That was at the time of the survey that I paid the money.

335. I thought you told us a little while ago that you did not hear of the survey until it was finished?—Yes. The survey had been completed, and the surveyor came to me to pay on behalf of the boy; and I said, "No; let the boy pay for his own share;" but the surveyor said, "No;" and I paid it.

336. Then out of the £450 you received back that £100 on account of the survey?—No.

337. Just think again.—No: only £50 out of that came to me, and that £25 Mr. Nelson had given me before this; and I said, "This may be in payment of the survey."

338. That would be £75?—Yes, £75; and Te Hemara received £25; and I thought that must be the balance of my £100.

339. That would be £100 settled there that night?—Yes.

340. Will you explain how, having accounted for £100 out of the £450, you could have £400 to take to the bank in the morning?—The £25 was paid at the time the bulk of the money was handed over. The £25 was paid to me at Mount Albert, at Mr. Nelson's house, and Te Hemara got £25, and, with the other £50, I make up the £100.

341. There were £450 to be paid. Of that, £50 was repaid for the survey, £25 at Mr. Nelson's house, and £25 to Te Hemara, in your presence. That makes £100. Now, how could you have £400 to take to the bank for Wi Apo?—I know that the £400 was there.

342. How do you know?—I know, because the money that was paid at Mount Albert was separate money, and out of the £450 only £50 was taken.

343. Then, what became of the £25 that was paid to Te Hemara?—That money was given to him.

344. Out of what money?—It was taken out of the £400. It was given to him. I thought it was the balance of my £100.

345. Did not each of the three grantees present agree to give Te Hemara £25 each?—I do not know.

346. You do not remember?—No.

347. What amount was stopped from you on account of Jones's matter, the person to whom they leased the timber?—I do not know.

348. Just recollect. You mentioned the thing yesterday in your evidence in chief?—No.

349. Do you say that no money was taken out of your share for Jones?—There was no money taken.

350. Just remember, if you can, your reference to this matter yesterday, when you mentioned that amongst other things brought against you was this charge of Jones's?—I did not say that. Why should I keep money belonging to that European!

351. You spoke in somewhat of a tone of complaint about being called upon to pay money on account of Jones, as you did not receive money on his account?—You mean the European who leased the timber on Pakiri?

352. Yes?—I know nothing about that.

353. Do you not remember perfectly well that at the time the agreement was drawn up and signed, and the moneys were paid, all these accounts were drawn up and settled?—All we knew at the time was to sign. What was being said about one thing or another we did not understand.

354. Will you swear that you did not there and then agree to pay to Mr. Nelson the £25 paid to you on the night of your arrival in town?—No; I did not agree.

355. Will you also swear that you did not agree with the other grantees to pay Te Hemara £25 on the ground of relationship and interest in the land?—No, I did not.

356. Do you remember what the total amount was to be paid for the interests of Wi Apo and Panapa at that meeting?—Yes, I know.

357. Tell us then?—For Wi Apo £450, and for Panapa the same amount.

358. Was not the total amount mentioned for the sale of their interests in the block £1,600?—I do not know about that; all I knew at the time was £900.

359. Do you not remember that the total amount was £1,600, and that half of that amount was to be paid there and then, and the other half to be kept in reserve until the completion of the title?—I understand about the £800, and I understand that the money that was paid was £900.

360. You recollect now there was a balance of £800?—Yes; I know that £800 was the balance.

361. Then, if you got your share of that £800, along with what you got that night, that would be the total amount of your interest in the block?—That money has never been paid; it is still unpaid.

362. Would that be the balance of the purchase-money?—Yes.

363. Then I am right in saying that at that time Panapa, the original grantee, had been drowned?—Yes.

364. And that Hori te More, although he appeared to take part in this transaction, had not then been actually appointed by the Court?—Yes.

*Arama Karaka.*

Aug. 3, 1880.

365. So that the title could not be made complete on that occasion—No; because a successor had not been appointed for Panapa.
366. And you understood that was the reason this money was kept back?—Yes, that must have been the reason; but how were the Maoris to know?
367. Will you swear still that the amount which you were to receive on that night was £400?—That was the money I saw.
368. Is it not the case that the total amount was £1,600 for the two shares—£800 a share?—I do not know.
369. And half to be kept back for completion of title?—Yes.
370. Do you not know that, out of the £1,600, £100 was taken for the purpose of refunding to Mr. Jones the money paid by him?—I did not see the money advanced by that European. That is why I say I know nothing about it. Perhaps Rahu and Hori te More know something about it.
371. And, though you did not see the money, did you not know that money was to be deducted?—No.
372. Assuming it to be correct that there was £1,600, and £100 deducted against the two shares, and £800 held over for completion of title, that would be £700 left, would it not?—I do not know the money paid to that European.
373. (Question repeated)?—I do not understand about the £100 that was paid to this European. Rahu was not present. Had he been present, the thing might have appeared in a clearer form to us. The £1,600 I have no knowledge of. There were only two shares spoken of at the time.
374. Then I will put it in this way: If you had £800, and £100 was taken away from it, that would leave £700. Is not that correct according to ordinary figures?—Yes, that is right if it had been so; but I never received £800.
375. But the half of £700 would be £350, would it not?—I do not know.
376. Cannot you tell for yourself?—If I had got the £700, I should have been clear enough about it; but, as I did not get it, I do not know.
377. If you had £700 in this room now, and made an equal division of it, would there not be £350 in each division?—I do not know about that.
378. Why do you not know?—I should like to see it first. I do not go upon assumption.
379. You have said there was a sum of £25 paid to you by Mr. Nelson?—Yes.
380. You have also said that £25 was paid to Te Hemara?—Yes.
381. You took away this money yourself that evening?—Yes; I took what was given to me, and Te Hemara took his.
382. Where did you stop?—I went to Mr. Nelson's house, according to his invitation, to have some tea; and after tea we got into a 'bus and came back to town.
383. You brought the money back with you?—Yes.
384. Did you take care of it during the night?—Yes.
385. Until you took it to the bank?—That was separate money I took to the bank. It was not a large sum of money, but £25 that I got at Nelson's.
386. Did you not tell the Committee yesterday that at the final payment of this money you took away £400, the amount coming to you?—Yes.
387. That is correct, then?—Yes.
388. Now, did you retain possession of this money until you went into the bank next morning?—Immediately after the receipt of the money, Mr. Nelson and myself went straight to the bank.
389. If your share had been £350, and £25 was stopped for Te Hemara, and £25 stopped for money paid by Nelson the day before, that would leave £300?—No; I know that it was £400.
390. I want an answer to my question (question repeated)?—It was not so. The £25 was separate money given to me for my own use by Mr. Nelson, and £50 was taken out of the £450 on account of the money I had paid for the survey. That left a balance of £400.
391. Supposing you had £350 in your pocket now, and gave £50 of it across the table, how much would you have left?—All I know is about the £400.
392. (Question repeated)?—That is clear enough. If I were to take £50 from £350, and give it to somebody else, it would leave me £300.
393. The money was counted out to you in the room where it was paid, I believe?—Yes.
394. And taken by yourself to the bank?—Yes—with Mr. Nelson.
395. Did you go up with the money and place it on the counter?—Yes.
396. And did the officer of the bank come and count the money as he does in all similar cases to see how much there was?—Yes.
397. And then he filled up a paper and said it was for Adam Clark?—Yes.
398. And that is the paper that you referred to yesterday as the one that you said I asked you to give to me?—Yes.
399. Now, did you not there and then in the bank sign a document setting forth the amount of money paid in?—I did not sign my name to anything.
400. I ask you to look at this signature again and tell me on your oath whether it is not your signature signed by you in the bank in the presence of the teller?—I did not sign the paper in the bank.
401. That you are quite certain of?—I am quite certain that when I got the paper setting forth the money I did not sign. It was not a red piece of paper; it was white.
402. Do you not know that a person paying money into the bank must sign a bank slip, which the bank keeps for itself?—Yes, that is right enough; but on this occasion it was not so. Mr. Nelson was the person who remained alongside the counter; I remained away from the counter.
403. Have you not just told us that you saw the money counted by the teller?—Yes; I saw the money being counted, but I had retreated from the counter.
404. You passed the money over the counter?—Yes.
405. I should like you to think again before replying to the question. Were you not there and

then required by the receiving teller to sign this slip as a record of the money retained by the bank? —I waited for him to call out to me to go and sign, but he did not. Mr. Nelson took up the paper, and brought it to me.

*Arama Karaka.*  
Aug. 3, 1880.

406. Now, after you paid the money into the bank what did you next do in regard to this business? —I did not return to the bank.

407. Did you go to any other place in Auckland to do any business?—No. The next day I returned to my home.

408. You did no business about this matter at all between the time of your lodging the money in the bank and your going away next day?—No, I did not; because I knew then that my power over the money was gone, because you had got the slip from the bank.

409. Do you know that on this deposit receipt it is expressly stated that cheques on this account would be signed by Adam Clark and John Sheehan?—That is right if this is the bank paper; but it is a white piece that I know as being the bank slip.

410. Do you not remember returning from the bank and coming with Brissenden and Nelson to my office in the Provincial Government Buildings?—About our first visit I have already stated in my evidence.

411. Now, do you not remember, after paying the money, coming up to me with Mr. Brissenden and Mr. Nelson to my room in the Superintendent's Office, I being then Provincial Secretary?—No; I did not after the money was paid into the bank. I returned next morning.

412. Just recollect again whether that is not the case?—All I know of, after the money was taken to the bank I returned home next morning.

413. Perhaps if I were to describe the building to you: Do you not remember coming to see me on the second floor of a large brick building with a large verandah and large posts?—I did not stay any time in Auckland. I have already said that next morning I went home.

414. Did you see me again after you paid the money?—No; I returned.

415. You did not see me at all after the money was paid in?—That was the last time I saw you. You came down south after that, and I did not see you until the present time.

416. When you went home, did you see Mr. Gittos?—Yes; we lived at the one place.

417. Did you tell him then what had taken place in Auckland?—Yes, I told him. I told him also of the money that was taken to the bank.

418. Was that a long time after you went back, or just after?—Immediately after I returned.

419. Do you remember in what month and year this was?—I am not able to say the year and the month.

420. Then you told Mr. Gittos about the sale of the Pakiri Block?—Yes, I told Mr. Gittos.

421. And about the payment of the moneys?—Yes, I told him.

422. About the lodging of the money in the bank?—Yes.

423. So that shortly after your return Mr. Gittos knew all about it?—Yes.

WEDNESDAY, 4TH AUGUST, 1880.

ARAMA KARAKA re-examined.

*Arama Karaka.*  
Aug. 4, 1880.

424. *Mr. Sheehan.*] I am going to speak to you now about the payment of the moneys. I think you told us that the moneys were paid in the hotel in Official Bay?—Yes.

425. Do you remember at what time of the day—morning, afternoon, or evening?—It was after dinner-time.

426. Was it not dark?—No.

427. Were there any lights in the room?—There were no lights—it was quite clear.

428. What time of the day would you say it was, from your recollection?—To my thought it was after dinner-time.

429. What do you mean by after dinner-time; because the time differs with most people?—I look upon dinner-time as being 1 or 2 o'clock.

430. Are you quite certain about that?—Yes.

431. Did you bank the moneys on that day or next day?—When I got out of the room on that occasion, Mr. Nelson and I went straight to the bank.

432. Was it not after half-past 5 o'clock in the evening when the moneys were paid to you?—No.

33. Did you not say that you had to go up to the Supreme Court first to find Mr. Brissenden before the moneys could be paid?—I did not say that we should go to the Supreme Court.

434. You did not go?—I did not go to the Supreme Court, because it was not my idea of taking the money for the land.

435. Then, if myself and two or three other witnesses, including Te More and Mr. Nelson, state that they came up to me at the rising of the Provincial Council at half-past 5 o'clock in the evening, would you be certain that it was in the afternoon?—Hori te More and Te Hemara would not say that.

436. Suppose they do say so?—They would say the same thing as I have said now.

437. Was the money paid that day or next morning into the bank?—What I know is that we lodged the money in the bank that day. When we got outside, Mr. Nelson and myself went straight to the bank.

438. You say "taku mohio:" are you quite certain?—Yes.

439. You told us yesterday you went away the day after you paid the money into the bank, and did not see me after the money was paid in and I took the slip from you?—Yes, I said so. The day after I paid the money into the bank I went home.

440. Did you not go with Mr. Brissenden, Mr. Nelson, and myself to the Provincial Buildings after paying the money into the bank?—No.

441. You swear that?—I did not return.

*Arama Karaka.*

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442. Did you not come to my office, and in my presence do business with these people in regard to the moneys you were to receive for Wi Apo's share?—After the money was put into the bank?
443. Yes?—No; because I was vexed at your taking away the bank slip from us.
444. Did you not there and then sign that document in my office [document shown to witness]?—After looking at the signature, I know I did not sign the cheque.
445. You had better look at the signature again. It might go further?—I was displeased at your taking away the bank paper from me, and I went home the next day.
446. Look at the signature. What about that?—I never signed it.
447. Do you say so?—I did not sign the cheque.
448. Is that your writing, anyhow?—I cannot tell this writing.
449. Will you swear that is not your signature?—All I know is that I never signed a cheque, whether in the bank or Mr. Sheehan's office. I never signed the cheque.
450. Do you swear that is not your signature—I will leave it there then?—That is not like my signature.
451. I want to know whether that is your signature?—I did not sign my name to this cheque.
452. Now, did you not go to the bank that same day and draw the proceeds of that cheque on the same day that it was signed?—I did not sign the cheque; I did not go to the bank to draw any money.
453. Did you bring any money to Auckland with you when you came down?—When a man goes to Auckland he brings with him £5 or £10.
454. Then you brought with you simply money to pay your expenses?—Yes.
455. And how much money do you admit receiving from Mr. Brissenden and Mr. Nelson out of the proceeds of the sale at that time?—All I know is that out of the £450 they were paying I got £50, and I got £25 at his house.
456. Did you not buy a number of things in Auckland at that time?—I did not buy anything in Auckland, because I always get my clothes made, and I had not time to buy anything.
457. Were you not in the shop of Mr. Olliver, Queen Street, on that day, with a handkerchief full of sovereigns?—I do not know that.
458. If Mr. Olliver says so will you deny it?—Mr. Olliver would not say that.
459. But if he says so will you deny it?—Yes, I will deny it.
460. When did you first ascertain that this money had disappeared?—I cannot remember the date, but it was when Mr. Gittos and myself went to Auckland.
461. Was that after you gave the cheque for £20?—Yes.
462. Was it long after?—Yes; it was some time after signing the cheque that Mr. Gittos and I came to Auckland.
463. Can you give us any idea of the time—the year and the month?—It was one year afterwards. Mr. Gittos came to me and said to me, "I could not get money from Mr. Sheehan for this cheque; and while I was there the steamer went away." When it was ascertained that the money had disappeared Mr. Gittos and I went to Auckland.
464. Who ascertained?—The Commissioner told Mr. Gittos that the money had gone. Mr. Gittos asked the Commissioner who took it, and he said, "Arama Karaka." That was me.
465. Are you speaking now of the inquiry held by Colonel Haultain?—It was ascertained there. Mr. Gittos said to me, "Is it true that you have taken the money from the bank?" I said, "No."
466. You are travelling somewhat far ahead. You said the cheque was given in 1874, and you ascertained after that that the money had gone?—Yes. It was when I told Mr. Gittos that I did not take the money that we both went together to the Commissioner's office.
467. But was not that a long while afterwards? Was it a year after the cheque had been given to Mr. Gittos?—Yes.
468. How long afterwards was the inquiry by Colonel Haultain?—We went to the Commissioner, and he and Mr. Gittos went to the bank to see whether I had used that money. They found that I had not. Mr. Gittos can tell you this.
469. Was that the first time that you found that the £20 cheque had not been paid?—Yes.
470. The very first time that you heard that?—Mr. Gittos had told me about it at a time before this.
471. How long before?—I cannot say how long before.
472. Was it because of Mr. Gittos telling you about the £20 cheque that you both came to Auckland?—That was the cause of our coming to Auckland.
473. It might have been long before, I presume?—It might have been.
474. Have you, since this land went through the Court, ever paid me any money on account of the estate?—No, I never paid you any money.
475. Have I ever asked you for money?—No.
476. Have you ever had to pay a single sixpence in connection with the estate through me?—I do not know anything about that.
477. When you ascertained that these moneys were gone, as you say, did you take any legal action for the purpose of finding out what had become of them?—I did not know how to take any legal action about these moneys; all I know is that the matter was left in Mr. Gittos's hands.
478. Then you brought no action against me?—No.
479. You did not apply to me?—No.
480. Down to the present time?—Down to the present time.
481. *Mr. Wakefield.*] You became the co-trustee with Mr. Sheehan for the children of Wi Apo in 1874, did you not?—Yes.
482. Did you understand that the trustees had funds in their hands out of the moneys in the bank?—I do not know.
483. Did you understand what the nature of the trust was?—I did not understand the nature of the trust. I did not appoint Mr. Sheehan to be trustee. It was Te Kiri and others who appointed him. I objected to him, and wanted myself to be trustee for the children of my relatives.



484. But did you not know that, when you became trustee with Mr. Sheehan, you were guardians of money belonging to the children of Wi Apo?—I understood that. *Arama Karaka.*

485. Did you know what your powers were as trustee? Did you know that nobody else could dispose of this money except Mr. Sheehan jointly with yourself?—According to the law I understood that. *Aug. 4, 1880.*

486. Did you keep any account, any record at all, of the money that you received as trustee?—I never got any money.

487. You have no recollection of receiving any money except what was counted out to you in the old Club in Official Bay?—That was all I know.

488. That was the only money that you ever received as trustee?—Those are the only moneys I ever received in my possession as trustee, with the exception of what I got for the survey.

489. Did you get that money for the survey before you were trustee at all?—It was after I became a trustee.

490. It was in compensation, was it not?—I paid £100 for the survey, and what I got in return was £75.

491. After this money had been paid to you in the old Club by Mr. Nelson, did you go and put it into the bank?—Yes, I took the money to the bank.

492. Did you understand that you were putting it into the bank for safe keeping as trustee?—Yes—on behalf of the children.

493. Was it £300 that you paid in?—No; £400.

494. You are quite sure it was £400?—Yes, I know it was £400.

495. Do you not think you may be making a mistake by including the survey money with other money, when you say it was £400?—No; I would not make a mistake, because there were £450 put on one side for Panapa and £450 for the children in the division of the money.

496. And then £25 was given to you, and £25 given to Te Hemara, leaving £400 that went into the bank: is that it?—Te Hemara got £25 of the survey money, and I got £75.

497. Well, then you seem to make a mistake about this money, because you tell me that you paid £400 into the bank, and yet you say that at the hotel at Wairiri the money was divided into two parts—£450 for Panapa and £450 for yourself—and yet you say there was only £400. Where was the other £50?—In the first place the money was divided into two parts, £450 for Panapa and £450 for myself. It was then said that the survey had to be paid for; and on account of the survey £50 was paid, leaving £400. That £50, added to the £25 I had received from Nelson at his house, and the £25 received by Te Hemara, made up the £100.

498. Was this money all in notes?—All in notes.

499. What sort of notes were they? £1, £50, or £100 notes?—There were £50, £30, £20, and £10 notes.

500. Now, when you went to the bank to pay this money in you retired from the counter, leaving Mr. Nelson standing at the counter: is that so?—Yes.

501. Did you see the bank clerk fill in a receipt for the money after he had counted it out?—Yes.

502. What sort of paper was it?—It was a white piece of paper.

503. Are you quite sure it was a white piece of paper?—I know it was a white piece of paper. Mr. Nelson gave me the paper. I could not read what was in it, but I am sure it was a white piece of paper.

504. You are quite sure you did not sign it?—I did not. I waited for the man to call me over to sign it, but he did not do so; and Mr. Nelson brought the piece of paper over to me.

505. Do you think there were not two papers filled in at the bank that day?—The only one I know of is the one Mr. Nelson gave to me.

506. You did not see another one written?—No; I was some distance from the counter, and did not see.

507. Was Mr. Sheehan with you?—When I got the paper from Nelson Mr. Sheehan appeared.

508. But, before you got the paper at all, do you not think there was another paper that was filled in by one of your party and given to the banker?—I do not know.

509. You are quite sure that you did not sign though?—No, I did not.

510. This paper was given to the banker that day, and has been kept by the banker ever since?—I did not see the paper in that shape.

511. It is a record for the banker of money that has been paid in and given into his care?—Yes.

512. It is signed with your name, "Arama Karaka Au Tutu"?—Yes. I never saw that paper. I did not sign that paper.

513. Yet you say that it is like your signature?—No.

514. Did you ever sign your name, "Au Tutu Arama Karaka"?—No; I do not write that way.

515. Do you ever recollect signing your name, "Arama Karaka," with "Au Tutu" over the top of it?—No. When I sign my name I sign "Arama Karaka," and finish with "Au Tutu." I never place it on the top.

516. Aututu is your Native name?—Yes.

517. Arama Karaka is what we call your Christian name?—Yes.

518. And it is never customary with a Maori to put his Maori name before his Christian name, or over the top of it?—In these days, when we know how to write, we never place the Maori name before the Christian name, but always the other way.

519. Do you think that you ever in your life signed your name "Aututu Arama Karaka"?—No.

520. Suppose any one were to show you a document signed "Aututu Arama Karaka," would you say at once that was not your signature because the names were so placed?—It would not appear that way; it would appear "Arama Karaka Aututu."

521. Would the other be sufficient to make you think that you had not signed it?—I should say that it was not my signature.

*Arama Karaka.*

Aug. 4, 1880.

522. You would not recognize a signature signed like that as your own?—I would not.
523. Then you feel perfectly certain somebody else has signed the deposit receipt for you?—I know that somebody else wrote that.
524. Did you keep any record at all of any money that you drew out of your account as trustee?—I never drew any money out of the bank.
525. You signed this cheque for £20?—Yes, but the money was never got.
526. But you signed a cheque for £20 for Mr. Gittos?—Yes; Mr. Gittos asked me, and I signed the cheque.
527. Is that the only cheque that you ever signed for drawing money out of this account?—That is all.
528. Now, here is a cheque which appears to be signed by you on the same day that the money was paid in. It is a cheque for £200. Are you sure you never signed that cheque?—I did not sign it.
529. Were you doing any other business about that time when you were in Auckland about this affair? Were you doing any other business with Mr. Sheehan and Mr. Brissenden?—That was the last time I saw Mr. Sheehan, when we were arranging this business.
530. Do you not think you signed any other papers at all—that you might have signed this without knowing what you were signing?—I did not write that; I did not sign. I was very much displeased with Mr. Sheehan for taking the paper from me at the bank, and I did not do any more business.
531. Is that the signature that you always sign—the signature to the £20? Is that your own signature, and like the signature that you always use?—I do not know that myself. I did not sign a cheque on the bank.
532. But this is a cheque for £20, which was given to Mr. Gittos, and it professes to be signed by Arama Karaka Aututu and John Sheehan, trustees of Wi Apo. Is not that the signature that you signed for the £20?—Is this the cheque to Mr. Gittos?
534. This is a cheque for £20?—I signed a cheque for £20.
535. Can you see well?—Yes, I can see.
536. And you do not say positively whether that is your own signature or not?—The signature on the cheque which I gave to Mr. Gittos is mine.
537. Now, do you think that was the cheque?—If that is for the £20, that is the one.
538. You think it is the cheque that you gave?—Yes.
539. That is your writing, is it not? That is your petition to the Committee?—Yes.
540. And that is your signature?—That is my signature.
541. Do you think this other signature is at all like it—that it is also your signature?—No, this is not like it.
542. This is a cheque for £200, and you feel quite certain that the signature to it is not yours?—It is not mine.
543. Look at your own signature to this petition in front of you. Do you feel quite certain that the signature to this cheque is not your signature?—I did not sign my name to that cheque for £200.
544. I want you to explain. When you find your own signature in front of you do you feel quite certain that this other signature is not yours?—Yes. I am able to say that this signature to the petition is mine, and this to the cheque is not.
545. Then you feel perfectly certain that this signature to the £200 cheque is a forgery?—Yes.
546. Supposing Mr. Brissenden and Mr. Sheehan were to say that they saw you sign that cheque, would you still declare that you never saw it, and that it does not bear your signature?—I would say it was false.
547. I will just ask you a question or two about this £20 cheque. Did Mr. Gittos come and ask you to sign it?—Yes.
548. Did you understand what it was for?—Mr. Gittos told me that if I signed my name to the cheque he would take it to Auckland, get Mr. Sheehan to sign it, and take it to the bank.
549. Did you understand that it was to be paid to Mr. Gittos for food and clothing that he had obtained for Wi Apo's sons?—Yes.
550. And you wished Mr. Gittos to have the money?—Yes. I was willing that Mr. Gittos should get the money and bring it.
551. And you understood that you and Mr. Sheehan were both to sign the cheque, in order that Mr. Gittos might have the money as coming from the trustees of Wi Apo?—Yes.
552. You did not understand that Mr. Sheehan was to have the £20?—No.
553. Did Mr. Gittos come to you afterwards and tell you that he could not get the £20 from Mr. Sheehan?—Yes.
554. Did you speak to Mr. Sheehan about it?—I never saw Mr. Sheehan. As I have stated to the Committee, that was the last time I saw Mr. Sheehan, when we went to the bank.
555. You went to Colonel Haultain, the Commissioner, and asked him what had become of the money?—Yes.
556. And did Colonel Haultain go with you to the bank?—Yes.
557. And did the bank show you this cheque?—Yes; the bank showed us all the cheques.
558. You then, for the first time, learned that Mr. Sheehan had drawn this £20?—Mr. Gittos had told me before, because he had gone down previous to this with the cheque; and he told me before this that the money was gone.
559. You then learned for the first time that £200 had been drawn in your name?—Yes.
560. And what did you do then. Did you not go and see Mr. Sheehan?—No, I did not go and see Mr. Sheehan or Mr. Brissenden.
561. Have you been on good terms with Mr. Sheehan. Have you been on friendly terms with him as trustee?—Yes; we have had no quarrel.
562. Did you ever have any conversation together, or consult as trustees about this money?—No.

563. Did you ever have any money paid to you at all out of this fund. Did you ever get any benefit from it whatever?—No, not at all. *Arama Karaka.*

564. Then the whole of the money ought still to be in the bank, except the £20?—The only money I recognize is £20. *Aug. 4, 1880.*

565. And that money ought to have gone to Mr. Gittos, and not to Mr. Sheehan?—That money was not for Mr. Sheehan.

566. *Captain Russell.*] Do you consider this £200 cheque a forgery because you have not signed it, or because it is not your handwriting?—I never signed a cheque for £200.

567. Do you consider it a forgery because you know it to be a forgery, or because you do not remember signing it?—I never signed a cheque for £200.

568. In that cheque in which you say the handwriting is not yours, is there any letter that you do not generally make?—I can see in the last word, "Aututu." There is generally some distinction between these other letters, with a commencement as "tu."

569. Is "Au Tutu" two words? Are they removed apart?—The difference I see in the signature to my own is, that the "t's" in my own writing are generally wider apart. [Witness was asked to sign his name, and did so.]

570. Do you mean to say that this deposit receipt was a forgery also?—No; I would write my name to it.

571. You said just now that you never write "Aututu" over "Arama Karaka"?—No.

572. Do you always sign your name "Arama Karaka Au Tutu" in full, or do you put the initial letters?—No; I never abbreviate my name.

573. You have never done so?—No.

574. Then, if you were in a bank, and it was pointed out to you to insert a word, and you found there was no room to insert the words "Arama Karaka Aututu" in full, you might write "Aututu" above?—I would if there was no room.

575. Then, could you have written your name in full inside the white lines?—No; there is not sufficient room.

576. Then, do you not think it is quite possible that "Aututu" might have been written so because there was not room?—I do not know about that writing.

577. Do you remember every occasion when you signed your name?—Yes.

578. Would it not be probable that you might have written your name in the year 1874—now nearly six years ago—and have forgotten the circumstances?—If I had signed I would not forget it; as I did not sign, I cannot remember ever having signed.

579. But would you remember any document you signed six years ago?—I would not have forgotten though it is six years ago, because I would have known if I had signed a cheque.

580. *The Chairman.*] Do you remember speaking yesterday of money paid by a person named Jones for the right to cut timber on this land?—I spoke about that yesterday, but I also stated that I did not see the money paid, that I had only heard of it. It was told to me that £200 had been paid; that Te More got £100 and Te Kiri the other £100.

581. Did you not get any portion of the money?—No.

582. Did you hear from any one that there was money for you on behalf of these children?—Hori te More told me there was some money in the bank for me, and I told him that I would not take it.

583. Did you ever make inquiry as to whether it was true that there was money in the bank for you on this account?—No; I did not go to the bank, or make inquiries.

584. Then you did not know that there was money in the bank for Wi Apo's children on account of this timber?—No, I did not.

585. Are you quite sure that you never received any money for these children on account of the timber?—I never did.

586. Did you ever authorize any one to pay Jones money on account of the money that he had previously paid for the timber?—No, I gave no authority.

587. Did you ever give any money to Mr. Jones to return to the person who had paid for the timber?—No.

588. Did you ever, in any way whatever, authorize Mr. Sheehan to pay money to this man, who had previously paid money for the timber?—No.

589. I want you to think. Are you quite sure of that?—I could not tell any one to pay the European money when I received none myself. I got no money.

590. On the day that this money was paid into the bank did you give Mr. Sheehan money for any purpose whatever?—No.

591. Did you not give him £50?—I did not.

592. Think again. I do not want to hurry you, because it is an important question?—I do not know that I gave Mr. Sheehan £50.

593. Are you sure that you did not?—Yes, I am certain.

594. You got £25, and afterwards got £50 for survey. Was that in bank-notes or in gold, or had you any gold with the bank-notes?—What I got at Mr. Nelson's house was in gold.

595. £25?—Yes; and the other I got in notes.

596. Are you quite sure you got the £25 in gold and the £50 in notes?—Yes.

597. What did you do with the £25 in gold?—Did you put it into your pocket or into your pocket-handkerchief?—I put it into a purse.

598. Did you go into any shop while you had that money in your purse?—No.

599. Did you take the gold home with you?—Yes.

600. Did any European see the gold after you put it into your purse? Had you the money in your hand so that any person could see it?—No.

601. *Mr. Bowen.*] You say that £900 was the sum paid as a first instalment on the purchase to both parties: do you know when the £450 was paid to the other people, or was it at the same time as this transaction?—It was on the same day.

- Arama Karaka.*  
 Aug. 4, 1888.
602. Did you see it paid?—Yes; the money was on the table.  
 603. At the Club?—Yes.  
 604. Who was it paid to?—£450 was given to Hori te More, and £450 was handed to me as Wi Apo's share.  
 605. Did Hori te More go with you to the bank with the other share?—No.  
 606. Do you know what he did with his money?—I have heard that he told Mr. Gittos that his money had been lost, though it was taken to the same bank; but I did not see him go there.  
 607. Did Mr. Brissenden go to the bank?—I do not know of his having gone there.  
 608. Did you know Mr. Nelson before?—Yes.  
 609. Have you met him since?—Yes; I have seen him. I saw him, but not to speak to. I just bid him good day.  
 610. You have never spoken to him about this money since?—No, because the money had been taken, and I had put the matter into Mr. Gittos's hands.  
 611. You said you were very much displeased at Mr. Sheehan taking the slip from you in the bank: did you claim your right to have the slip?—I did.  
 612. What did Mr. Sheehan say?—Mr. Sheehan said, "Leave it with me." I said, "No; give it to me." But he went away with it.

- Mr. R. J. Gill.*  
 Aug. 4, 1880.
- Mr. R. J. GILL, Under-Secretary, Native Land Purchase, examined.
613. *The Chairman.*] Mr. Sheehan wished that Mr. Gill would show the Committee the signatures to an original document. Perhaps Mr. Gill will be good enough to show that now. What is this document?—It is an agreement to sell Pakiri Block.  
 614. Is this the original document?—It is.  
 615. Who has charge of it?—The Crown Lands Department.  
 616. You have brought it direct from them?—I have brought it direct from them now.  
 617. And this purports to be the signature of Arama Karaka Au Tutu?—It is.  
 618. You have no reason to suppose it is not genuine?—The signature purports to be witnessed by Mr. Nelson and Mr. Brissenden.  
 619. *Sir William Fox.*] Who is that document prepared by?—I might recognize the handwriting.  
 620. Was it a Government document—was it prepared in a Government office?—I believe it is in Mr. Nelson's handwriting.  
 621. Who and what is Mr. Nelson?—He is an officer engaged in the Land Purchase Department at present.  
 622. Is he in the Government service?—Yes.  
 623. Has he been long so?—He has been so more or less since 1874.  
 624. Was he at the time of this document?—He was connected with Mr. Brissenden.  
 625. Both being Government officers at the time?—Acting temporarily, not in the Civil Service. Mr. Brissenden was paid by commission, and had sufficient commission allowed him to pay Mr. Nelson a salary. I would say that the Government have had two deeds of agreement to sell Pakiri, one dated 1873 and one 1874. That is the 1874 one. They both have been signed, or purport to have been signed, by Arama Karaka. That appears to be witnessed by Colonel McDonald.

## THURSDAY, 5TH AUGUST, 1880.

- Arama Karaka.*  
 Aug. 5, 1880.
- ADAM CLARK (Arama Karaka), recalled at the request of Mr. Sheehan, and re-examined.
626. *Mr. Sheehan.*] I am going to ask you about the application of the moneys paid to you and me by Nelson and Brissenden. Did you not receive out of these moneys £100, being the amount paid by you for the survey of the block?—I explained yesterday that that was a separate amount, £50, I got of this other money.  
 627. Did you not receive £100, no matter where it came from—did you not get back your £100 at the time?—I have already explained to you I have got back the money for the survey, £75.  
 628. Will you tell us how you got it back?—I got £50 out of the land money, and £25 I received from Mr. Nelson.  
 629. That accounts for money to the amount of £75. Then, what about the other £25?—I understood that that was Te Hemara's.  
 630. Then you say that you did not receive yourself, for yourself, £100 on account of the survey?—I did not receive £100.  
 631. You are quite clear about that?—Yes.  
 632. Then, if other people come forward and contradict that statement, and say that you got the money, what do you say to that?—They can say what they like. I say what I have already said.  
 633. I am not putting the question offensively, but simply in order to give you a chance, if your memory will help you, of putting this matter right. What about the other £25?—All I know is that I received £75.  
 634. The total amount you received was £450, was it not?—£400 was taken to the bank.  
 635. I want you to answer the question. The total amount you had to receive was £450?—Yes; that is right.  
 636. Then, if you had got £75 on account of the survey, how could you have had £400 to take to the bank?—The total was £450. I received of that, £50; then I thought to myself that the £20 I had received previous to this was a part of the £100.  
 637. Do you not know that at the time you were paid these moneys that £25 was deducted?—That was a separate sum. Tohui got £25, and I got £25. That is £50. We received it the night before. The next day I got £50.  
 638. That is £75 you got on account of the survey?—Yes.  
 639. Then you say that out of the £100 for the survey Te Hemara got £25?—Yes.

640. That would leave it £350?—No; £400.

641. You had received £450 in full—at least, you and I had. Of that amount £50 was paid. £25 had been paid before. Another £25 was credited to you. I ask you if that does not leave £350?—I do not know that the £25 was taken out of that money. All I know is that the £50 was given to me out of it, because the £25 was given to me on the previous evening; but the money which was paid to Hemara was paid at the time of paying the £450.

642. Was not that £75 from the £450?—I thought to myself that it was out of that that the money had been taken which was given to me the night before. There must have been some reason for giving it to me, and it might have been through the transaction I am speaking of which took place upon the following day. If I applied for it I would have known what it was for; but, as it was, it was given to me.

643. Was not the total amount to be paid £450?—Yes.

644. You had £50 yourself?—Yes.

645. £25 was given to you the night before by Mr. Nelson?—Yes.

646. £25 was paid to Te Hemara in your presence?—Yes.

647. Which he thought was part of his survey money?—Yes.

648. That would be the £100?—Yes.

649. Then, if you paid £50 besides on account of Jones's lease, that would be £150. I do not say you paid the money; but supposing you did?—I never saw the lease.

650. But if you paid, supposing you paid, £50 on account of that lease?—I never paid any money on account of it.

651. I want an answer to my question. Supposing you had paid £50, would not that bring the amount up to £150?—If I had paid it, it would be.

652. That would leave £300 out of the £450?—If it had been taken out of the £450 it would leave £300. But it was not so. The money was £400. I banked the £400, the lodgment slip of which is produced. I placed the money on the counter. I retired from the counter. The distance from where I stood from the counter would be about from where I am now sitting to the door. You were not there. Mr. Nelson and myself were the only persons present when the money was paid in. You came in afterwards. I have already stated that it was after the money was counted over, and the bank paper handed to me by Mr. Nelson, that you appeared. After it was paid you appeared.

653. Now, I will put one more question to you, because you have had twenty-four hours to think it over. Do you still say you have not signed that bank voucher?—I did not sign it.

654. Now, I will remind you that yesterday I asked you if you had not been in the store of Mr. Olliver, just alongside the bank?—That is the house I sleep at—Olliver's house, formerly a store.

655. Did you not, after banking these moneys, buy goods at Olliver's?—I did not buy goods.

656. You are quite certain about that?—Yes. Ordinary clothes would not fit me, and therefore I could not go and buy them.

657. Did you not pay Mr. Olliver a bill that you had owed him for clothes and other things?—No.

658. You did not pay him an account at that time?—No.

659. Did you not buy any clothing or other goods at Keesing's, in the same street?—I bought an overcoat there—a big coat.

660. Did you not buy anything else there?—Only that; that was all. It was a cloak.

Rev. WILLIAM GITTOs re-examined.

661. *Mr. Wakefield.*] Do you know that cheque by sight—the cheque for £20? Have you ever seen it before?—I know the cheque.

662. Is that the cheque which is stated in the petition to have been got by you from Arama Karaka, at Mr. Sheehan's instance?—That is the same cheque.

663. You went to Arama Karaka at Mr. Sheehan's request, and he signed the cheque before Mr. Sheehan signed it?—Yes.

664. You then took it to Mr. Sheehan for his signature?—I sent it to him.

665. You did not take it to him?—I did not take it to him personally. I sent it to him.

666. Am I to understand that you posted it to him?—Yes.

667. Well, after that, you did not hear from him at all?—No, not that I am aware of.

668. You did not hear from him for some time afterwards?—I did not hear from Mr. Sheehan at all till I met him in town, and then I told him.

669. How long afterwards?—I could not say. I am very sorry that I have not thought of dates.

670. Was it a month or a year?—More than a month.

671. More than a month and less than a year?—It would be during the year.

672. And during that time no communication passed between you and Mr. Sheehan at all?—Not that I am aware of.

673. I mean with reference to the cheque?—None with reference to the cheque.

674. You were not pressed much for money then—for the £20. I mean, it would not be a great object to you, or you would not have remained so long out of it?—It would have been an object to me. In fact—I am sorry to reveal my financial matters—I was in want of money, and had to sell my riding-horse to pay a debt.

675. But if you sent him a cheque expecting to get it back immediately with his signature to it, and if you did not hear from him for months, does it not seem strange—does it not appear to require some explanation—that you did not write to him again, asking him if he had got the cheque, or what he had done with it?—The only reason for that was that I thought I should have seen Mr. Sheehan before I went to town.

676. Did you go to town in February?—I think it would be in November when I went.

677. That was nearly a year after the cheque was signed—about eleven months?—It was some time before that.

*Arama Karaka.*

Aug. 5, 1880.

*Rev. W. Gittos.*

Aug. 5, 1880.

Rev. W. Gittos.  
—  
Ang. 5, 1880.

678. Then you were in town some time after the cheque was signed?—I was. I saw Mr. Sheehan. I think I mentioned the matter to Mr. Sheehan. I am positive almost that I mentioned the matter to Mr. Sheehan.

679. What was your reason in not asking him for the money? Was it because you had some delicacy?—[Question not allowed in foregoing form.]

680. Now, Mr. Gittos, will you kindly tell me how it was that you did not ask Mr. Sheehan for this money when you found that you did not get it from him, and when, as you tell us, you were in some straits for the money?—I had no other reason than this, that I took it for granted that when my bank-book was made up the first time and I saw no mention of the cheque, that by the time the book was made up a second time the cheque would be paid in. I had confidence that it would be paid in in due time.

681. Do you mean to say that you did not know it was not paid in?—Not till I got my bank-book.

682. Do you know the exact day that you became aware it was not paid in?—No. It was when I got my bank-book made up.

683. Then what did you do?—I saw Mr. Sheehan, and mentioned it to him. He said it would be all right. I understood from him that there had been some mistake, and that the money would be paid in to me.

684. Did you know that he had drawn the money himself then?—I did not.

685. When did you first ascertain that he had drawn the money himself?—A considerable time after that.

686. Cannot you recollect more precisely?—I cannot.

687. Did Mr. Sheehan ever give you any reason? Did he never explain why he had not paid this money?—Not that I am aware of. I have many times asked for reasons, and never got any.

688. What did he say when you asked him?—All he said was that there was some mistake.

689. Do you think Mr. Sheehan ever understood that this money was to be paid to you?—I did. I took that for granted; or otherwise he would not have taken steps to get the cheques signed.

690. Then, Mr. Gittos, am I to understand from you that you never actually pressed Mr. Sheehan for this money?—No, I did not press him.

691. But that you went to the Frauds Commissioner and asked him to go to the bank and find what became of the money?—I did so on this ground: I became aware of the matter from some evidence given at the Court at Kahu. It was stated in Court to Colonel Haultain that I had drawn £20. I said to Colonel Haultain, "I am positive that I have not had the money. There is something wrong still." And I further said to him, "Will you kindly come to the bank and see?" That was the only opportunity which I had of defending my character respecting this £20.

692. You cannot remember when you went to the bank?—I do not remember the dates.

693. Why was it, knowing that this money was due to you, knowing that Karaka had signed the cheque, and that it was in Mr. Sheehan's hands—why did you not ask Mr. Sheehan point-blank to give you the money, as any business man would have asked?—My feeling in the matter was this: that it was not my money; that I had no right to demand it from the trustees; that, though I spent money myself on the faith of getting it, I had no legal claim upon the trustees, no legal right.

694. Are you sure that the money was not spent in any way for the benefit of Wi Apo's children?—That I cannot say.

695. It is quite possible that he could have spent it in other ways for the benefit of those children?—It is quite possible; but whether he did so is not within my knowledge.

696. The cheque is made payable to Mr. Sheehan?—Yes.

697. Who filled in the cheque?—It is in my handwriting.

698. When you drew the cheque you made it payable to Mr. Sheehan, but not to yourself. Why did you do that?—That was according to the instructions which I understood from Mr. Sheehan.

699. Have you had any communication lately with Mr. Sheehan about this?—I mean since you have been to the bank with Colonel Haultain—and this other matter you told us of, during all the years that have lapsed?—I have written to Mr. Sheehan and received no reply. I saw Mr. Sheehan in Wellington, and told him about the cheque. Mr. Sheehan said to me—he said it to me when I saw him on the wharf in Wellington—that there was some mystery, something wrong, about that cheque.

700. What did you understand by "something wrong"?—That there was some difficulty about it; that he did not understand it himself; that he did not know why the cheque had been paid in to my account. That is what I understood from him.

701. Did you tell him that the money was still due to you?—I gave him to understand that I had not received the money.

702. But he gave you to understand that he had not paid it?—He did not. I merely took it for granted, from the expression that there was something wrong, that he would attend to the matter.

703. Still, are you certain that he ever clearly understood that this money was due to you, and was intended to be paid to you to recoup you the expense you had been put to in connection with Wi Apo's children?—Not to recoup me any expense. He was not aware that I had spent money. This money was to be given to them.

704. This money was never given to you legally?—I could never claim it legally.

705. This is rather a new aspect of the case; because from the petition I gathered that you had laid money out, and this £20 was to be given to you in consideration of money spent?—I do not think that the matter bears that aspect, because Mr. Sheehan was not aware that I had spent the money. The money was granted for the maintenance of the boys at school. That is my explanation. I had spent a small sum of it at the time. You will find that the petition does not state what you were under the impression it did. I had spent a small sum of money at that time.

706. The £20 was to have been got by Mr. Sheehan and placed to your credit for current expenses on behalf of the boys?—Yes.

707. Did you know anything of the cheque of £200?—I know nothing. I asked the manager of

the bank if he could produce the cheque, in defence of Adam Clark and myself. This is the first time that I saw it. I understood from Colonel Haultain that it was on record that I had received the money.

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708. But did anybody ever bring an accusation against you of having received the cheque?—No.

709. It came out in the Land Court?—No; it was in an investigation respecting these affairs. I went to the bank and saw the cheque. Of my own knowledge I know nothing further of the cheque. I should think the writing of the signature is that of Arama Karaka. There is some little difference compared with his usual writing; the letters are sharper than usual. The other signatures of his are different from the signature to the cheque; the last-named signature is written with a steel pen. The letters are something different; still, I should take it for his signature.

710. Maoris do not have a distinct individuality in their handwriting?—Some of them have.

711. Not like a European, whose handwriting cannot be often mistaken. Is it not a common thing among the Maoris to use a small letter in commencing a capital name, as in this signature "haututu"?—Yes, it is. I instructed him to put a capital "H" to his "Haututu."

712. *Mr. Sheehan.*] Mr. Gittos, this transaction about the cheque would appear, if you refer to the cheque, to have taken place about December of 1874?—Yes.

713. How long was it afterwards that you saw me for the first time after receipt of the cheque?—That I could not positively say. I know it was when I was in town.

714. Can you give us an idea in months?—It might have been three months.

715. Did you not go to your bank then?—No, I did not.

716. How long afterwards was it that you saw me again, when you spoke to me about the cheque?—That I do not remember, but you were in your office in a great hurry, starting for the Thames.

717. I used to go to the Thames about three times a week; so that cannot convey anything very precise. Did you get your bank-book before that time?—Yes.

718. Then, if we got your bank-book made up to date, it would give us some idea of the time?—Yes.

719. Have you the bank-book with you?—I have not.

720. Then why did you not bring your bank-book with you, to prove the important point whether or not this cheque was paid in to your account?—I did not bring it. I did not know it was necessary.

721. Was the occasion on which you were accused of getting £20, and Clark of getting £200, the occasion on which there was an inquiry into the transaction by the Frauds Commissioner?—I think so.

722. You were present?—I was not present.

723. I think we could get the date of that inquiry from Colonel Haultain's papers?—I should think so.

724. It was after the inquiry that you came to town to see after this £20 cheque, and also about the £200?—Yes.

725. Was there then another inquiry before Colonel Haultain, where you gave evidence yourself, and Adam Clark also gave evidence?—No.

726. And in the middle of which you and Colonel Haultain went to the bank and saw the account?—It was in a conversation at Colonel Haultain's office that this happened.

727. In a conversation only?—Yes.

728. Then you have never given evidence about this matter before the Frauds Commissioner?—No; not at all.

729. Did Adam Clark give evidence upon the subject in Auckland?—No; not that I am aware of.

730. Do you not remember—I may be wrong, but I will remind you—did you not say that Clark and yourself went to the Frauds Commissioner, partly with regard to a dispute as to the boundary, and partly as to these moneys?—Yes.

731. Did you go for a public inquiry?—We went with a view to eliciting information respecting the block.

732. You spoke of having seen me on the wharf in Wellington when passing through in 1877?—Yes.

733. Had you not previously seen me in 1877 in Wellington?—Yes.

734. And when you mentioned about the £20 cheque, did I not express my willingness to pay if reasonable evidence was given of the fact of my receiving it?—I cannot say.

735. I do not think I am putting an unfair construction on your evidence when I say that you said so?—I do not remember the reply you made to me that time in 1877.

736. You were asked the question three times over, Was it not the case that I offered to you, if you gave me reasonable evidence of the fact, that I would pay you the amount? and to these questions you replied that I said that I would do so. I am speaking now of the evidence which you gave regarding your seeing me in Wellington?—I do not remember you saying that it would be paid; you constantly said that it would be all right.

737. You remember your calling upon me upon various matters. One was the hearing of the inquiry regarding the block. You expressed your satisfaction that I had sent the matter of the moneys of this block for inquiry?—I was not aware that you had sent this matter for inquiry; but I expressed my satisfaction that the inquiry had taken place.

738. Do you remember saying there was one matter unsettled—that of the £20?—Yes; and I also mentioned the other cheque, for £200.

739. And then you said in your evidence that I said to you that I was quite prepared to pay the money if I got reasonable evidence of the fact?—I do not remember saying that you said you would pay the money.

740. Do you not remember saying so in your evidence in chief before the Committee?—If I did say it, I did not intend doing so.

741. If you were asked the question three separate times—that is, if you were asked the question

*Rev. W. Gittos.* at different periods of the examination, you could not say that you were taken by surprise?—Certainly not.

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742. You do not think I wish to rob you of this money?—Certainly not. I never thought so.

743. Perhaps you may remember—and perhaps you may not, as you lived so far from Auckland—that I then was a member of the Provincial Government of Auckland?—Yes, that was so.

744. And, very shortly after the day of this cheque being received, you will recollect that Williamson died and Sir George Grey came into office as Superintendent?—I remember it was at the time of Williamson's death.

745. Do you remember that at the same time I resigned my position in the Executive and left for Napier, and settled there permanently till 1877?—I remember you leaving for Napier.

746. I want to make it known to you how it was possible to understand how you wrote to me without my making any reply. If you remember, you said you knew nothing about the survey, the investigation, the settlement of trustees of the Tatera Block, till after Clark had sold?—I knew nothing.

747. If Clark said that you did know, is he correct?—He must be mistaken on that point.

748. You told us that some time elapsed before you knew even of the fact that he had sold the land?—Yes.

749. And that you first heard of it very shortly before you sent a cheque down?—Yes.

750. What do you mean by very shortly?—That "shortly" was at the time I was at Oupoui, and when the Maoris went to sell a portion of it.

751. How long before—six months before?—It would be more than that if we take the time I was at Oporu.

752. You have a strange notion of time. I call that long.—If that is long it is a long time since the cheque was drawn out. I cannot say that Clark told me on his return of what had taken place. He very often remained on his way at the Kautiu. When I wished to have some support for the boys I consulted him, as the boys were staying with him.

753. You believe these are Adam Clark's signatures to these documents?—I should take them to be his signatures. There is some little difference from his usual signature; but I should take them to be his signatures.

754. Then, if any evil has been done, it must have been done by those who witnessed the signatures and filled up the document?—There is some mistake somewhere, and that is what I came here to unravel, if possible.

755. Do you remember the occasion of Clark's coming to Auckland for the purpose of the sale?—I do not remember.

756. And you do not remember his coming back either?—I do not remember the time.

757. And you cannot say that you saw him shortly afterwards?—It was some time afterwards.

758. *Mr. Bowen.*] Do you know Nelson?—Yes.

759. Did you see him after that money was lodged in the bank?—I saw him once in Auckland. It was some time after.

760. Did you ever have any conversation about it?—I told him that the money had not been paid to my credit.

761. But did you ever speak to him about the £200, or the amount paid into the bank?—Not that I am aware of.

MONDAY, 9TH AUGUST, 1880.

Mr. JOHN SHEEHAN, M.H.R., sworn and examined.

*Mr. J. Sheehan,*  
*M.H.R.*

Aug. 9, 1880.

*Mr. Sheehan* : Perhaps I had better first make a statement to the Committee, and then submit myself to examination.

*The Chairman* : I think that would be the most convenient course.

*Mr. Sheehan* : The Pakiri block of land, comprising about 35,000 acres, and situated between the East Coast and the Hotoe River, closely abutting on the country which is occupied by Adam Clark and the missionary station of Mr. Gittos, was put through the Court, I think, in 1869. I was present at that Court on other business, and, my own business having been completed—the cases I was concerned in having been heard—a number of people claiming to be entitled in the Pakiri Block came to me, not really professionally, but to try and arrange some settlement of their case outside the Court; and ultimately a settlement was come to whereby three persons were named and accepted by the Court as the owners of the land according to Maori custom. The land had been surveyed and brought before the Court at the instance of an old chief named Te Kiri. The persons placed in the certificate of title were a daughter of Kiri, named Rahui; a Native named Panapa, son of Hori te More, whose name appears in the evidence; and an infant named Wi Apo. The Court, having ascertained the owners, adjourned; and in the afternoon of the same day the Judge of the Court, Mr. Rogan, asked me if I would accept, along with Adam Clark, the position of trustee in the estate. I said that I had no objection whatever, although I should thereby be debarred from charging for any professional work which I might do; and I continued to act on behalf of the estate, not only for the infant Wi Apo, but for the other two grantees as well, without fee or reward of any kind or character; and on several occasions I advertised in the papers in respect to the block for lease, and also about preventing trespass, incurring a total expenditure of between £15 and £16, which money has never been refunded to me to the present day. The man Panapa—in 1871, I think it was—was drowned in going from Pakiri to Auckland, and thereupon his people, at their runangas among themselves, settled upon Hori te More, his father, as successor to Panapa's share. I am now about to explain how the proposal that the Government should purchase this block arose. When the Waikato prisoners escaped from Kawau they were sheltered by Hori te More, and allowed to reside in one of his settlements—named, I believe, Waitangi—on the banks of the Kaipara. While there they sacked and plundered a store the property of Mr. John McLeod, who was then a member of the House of Representatives. Mr. McLeod pressed



for compensation, and got Hori te More to sign an acknowledgment of his willingness to pay for the acts of those prisoners out of any moneys which he might receive from time to time. Mr. McLeod got Hori te More to sign in an old ledger of McLeod's according to the account then made. After some time had elapsed McLeod sued Hori te More, and judgment was given against Te More. McLeod was then desirous of enforcing that judgment against Hori te More, and, with that view, proposed to send a bailiff down to his settlement. He saw me on the subject, and I pointed out to him that there was still a remnant of the Waikato prisoners there, and that the people were generally about the worst-disposed in that part of the country. Many of them were then, and, in fact, are still, Hauhaus. And I advised him to see the Native Minister, Sir Donald McLean, who happened to be then in Auckland. He had several interviews with Sir Donald McLean, and ultimately Sir Donald McLean wrote asking me to call and see him. I went and saw Sir Donald McLean, and he then asked me if it would not be possible to enable the Government to acquire the freehold of the Pakiri Block, and out of Te More's share of it to pay McLeod and satisfy the judgment. In respect to that request, I pointed out to Sir Donald McLean that, under the existing law, Arama Karaka and myself were not legally in a position to sell the freehold, and that I was pretty well certain that Rahui, one of the three owners, would not part with the freehold (and, in fact, she retains the freehold of her share of the block at the present time); but I told Sir Donald McLean that I would make inquiry; and if he would undertake to procure an alteration of the existing Native land laws, so as to enable the trustees of Native minors to sell to the Government upon proper conditions, I would have no objection to concur with Adam Clark if he were agreeable to the sale of the land. The block consisted mostly of land of very inferior quality, and was very lightly timbered. In that part of the country it very frequently happens that some of the poorest soils of the country are the best-timbered; but this was not: and, although the land had been lying there for three years after passing through the Court—or two years and a half—not a single application had ever been received for one acre of it. Sir Donald McLean promised that such a Bill should be introduced; and I made inquiries and ascertained that Adam Clark would be willing to concur in the sale to the Government, and that Hori te More also acquiesced in the same arrangement, but had, at that time, no legal standing, as there had been no sitting of the Court since the death of his son at which he could have been legally appointed successor. In consequence of these several difficulties the business practically fell through. During the session of 1872, in Wellington, Sir Donald McLean paid Mr. McLeod, I think, about £100 on account of his claim. He mentioned the fact that he had done so, to me, and asked me if I still thought it would be possible to do anything with the block. I answered him to the effect that I did not think it was possible. The matter then remained in that position for about twelve months; and in the meantime the Government took no further action with a view to acquire the land, and it was not reckoned among the list of lands under negotiation by the Government. I think it was in 1873 that Mr. Stannus Jones, of Auckland, and Mr. Gibbons, a timber-merchant, applied to the Natives for a lease of the timber upon the block—that is, the right to cut—for either fourteen or twenty-one years, for the sum of £300. The negotiation was carried on on the land itself. I was not concerned in it. I told Mr. Jones and his partner in the transaction that if the Natives themselves agreed to acquiesce in the transaction I would offer no objection to signing if they had signed. The interpreter was Mr. Swanson, now a clerk in the Native Land Court Office in Auckland. As I have said, they went on to the ground and did business there. When he returned with all the signatures I signed, and he paid the money to the people. Shortly afterwards Jones himself went down, and, having seen the property, made up his mind if possible to rescind the agreement and have nothing more to do with it, and I think he tendered his interest in the land to the Government. I presume that offer on his part revived the matter again, because shortly afterwards Brissenden, who was acting as a Native Land Purchase Officer for the Government in the North, received instructions to try and acquire the freehold, and to arrange with Messrs. McLeod and Jones to acquire their respective claims. I was not aware of this fact myself at the time, and the first intimation I received of the matter being again on foot was on the occasion when Brissenden, Adam Clark, and Nelson came up to me at the Provincial Council Chambers in Auckland. I was at that time carrying on business at the Council, and did not see them until half-past 5 o'clock in the evening. Our Provincial Council about eighteen months before abolished Bellamy's, and the result was that members had to go elsewhere for their meals; and I used to have my meals at the Official Hotel. Leaving the Council for that purpose, I met the three persons whose names I have given, and I told them that if they liked to go down to the hotel I would see what their business was before I went to dinner. We went into one of the private rooms of the hotel—off the dining-room, I think it was. I should mention that Te Hemara Tauhia was present also. There was a considerable amount of discussion as to the sale of the block, the price of it, and the conditions upon which the sale should be made. I forget exactly the total amount of the consideration-money for each share; but that can be ascertained by reference to the original agreement, which is in the Native Land Purchase Office here in Wellington. The price offered was to my mind not an unfair price; and I particularly, for my part of it, protected myself by inserting a clause in the agreement to the effect that the agreement was not to be binding upon us if the Government failed next session to so amend the law as to enable us to give a legal title. At that time the parties in my presence went into the accounts between them. There were deductions made by Brissenden and Nelson for moneys advanced by them previously: I think the amounts were £25 each. Adam Clark also received the amount which he was out of pocket in respect of the survey of the block. He had, after the land went through, paid to the surveyors his third part. The only matter in respect to which I am not absolutely certain is as to whether the amount was paid on that evening or on the following day. It was arranged that the unexpended balance of the amount made payable under that agreement should be lodged in the bank to an account to be opened in the name of Adam Clark and myself; and, while I cannot say whether or not I did enter the bank while Adam Clark was there, I have no doubt that the paying-in slip which has been produced is the original paying-in slip for the money. About an hour afterwards—about noon—Brissenden, Nelson, and Arama Karaka came to my office, and they had a further conversation as to how this money was to be dealt with, and—as I have said, I would not be quite certain whether on that occasion or on the previous evening—the

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amount allowed to Adam Clark for survey was paid to him. Clark then said to me that he was a considerable expense for food, clothing, and maintenance for this lad Wi Apo, and he asked me to sign with him a cheque for £200. That cheque was drawn there and then in my room—the Provincial Secretary's room in Auckland—and signed by Arama in my presence. I may state that, of course, as Adam Clark is a Maori, and as Mr. Nelson and myself both spoke the Maori language, the bulk of the business was done in the Maori language. The only break in the conversation in Maori was when occasionally it was necessary to refer back something to Mr. Brissenden for his approval or information. From the beginning of the transaction to the end of it I never received a single shilling of the money for myself; nor, indeed, was I offered any. Every operation on the account from the opening of it was concurred in by me at the instance of Adam Clark. Then, I believe, Adam Clark remained in town that day and went away next morning. I do not believe I saw him again at all until he came down here; but I never saw him in respect to the matter, and I did not hear from him in respect to it. The first intimation I received of the allegation on his part that he had not signed this cheque and drawn the money was in 1877. I should explain that about the time that this agreement was signed I had completed my arrangements for leaving for Napier permanently, and in fact I did leave about that time, and, except an occasional visit of two or three days once or twice in the course of the year, down to 1877 I remained in Napier. In Napier, about the beginning of July, 1877, I received a telegram from Colonel Haultain to the effect that he was then being asked to investigate, as Native Lands Frauds Commissioner, the agreement between the grantees and the Government for the sale of the block; and he asked me if I could come up to Auckland for the purpose of giving evidence. I replied to him by telegram, pointing out that the Supreme Court was then sitting in Napier, in which I was concerned in respect of five or six very important cases; that immediately after the Court finished I should be compelled to proceed at once to Wellington, as the House would then be sitting: but that I would willingly answer any questions put to me either by telegram or mail. At this time I had not, of course, the remotest idea of what the particular matter in the inquiry was, and Colonel Haultain did not reply to my telegram, but went on with the inquiry. I came to Wellington immediately on the completion of the business of the Court; and even then I heard nothing of the matter until one day I was informed that a bet had been made between two members of the House (arising out of a party fight which had just then been finished, between the Opposition at that time and the party of which the present Colonial Treasurer was the leader) to the effect that I should be in gaol before I should be in the Ministry. The cheque itself was shown to me just after I was sworn in; and I then moved that it be an instruction to the Public Accounts Committee to inquire into the matter of the Pakiri Block so far as it affected myself. I may add that the matter was to some extent before the Public Accounts Committee at that time, in so far as it affected Brissenden; and therefore the reference was not without some reason. Mr. Brissenden, I believe, was applying for compensation for loss of employment, and also for a settlement of accounts between himself and the Government; and the decision of the Committee is there amongst the papers. Two years elapsed before the matter was again brought forward. I may say that, after the inquiry had been made by that Committee, Mr. Gittos, who was then passing through Wellington—either going south or north, I forget which—called on me at the Native Minister's Office in the Buildings, and expressed himself as very much pleased that I had caused the matter to be gone into. He said that he was still not quite clear about the £20; and I told him that I would say the same to him that I would say to the Committee—that, at that lapse of time, and having entirely ceased to do business in Auckland for several years, I would not undertake to say whether or not I had received the money; but that, if he would give me any reasonable evidence of the fact that the money passed through my hands, I was quite prepared to pay him at once: and Mr. Gittos undertook to do so. That was about August, 1877, I should think. From that time until about the middle of the second session in that year, these petitions which are now before the House were presented. The payments made and the settlement of accounts, if I remember rightly, only covered half the amount which would be finally payable for the total consideration-money, the balance being retained until the difficulties in the way of completing the title were removed. I was informed by Brissenden that he had written to the Government, and had received a reply, the reply being to the effect that they would have a law introduced to enable the Government to acquire these interests—not to validate these particular transactions, but a general measure; and Hori te More, before leaving Auckland for the Kaipara, put in an application in the ordinary way to have his claim heard and his title made good. I do not know whether the Committee wish me to refer to the other two matters mentioned in Mr. Gittos's petition, about not getting a rehearing of the block. That matter was brought before me by Mr. Gittos in 1877, at the same time as other matters to which I have referred, and he asked me if it would not be possible to procure a rehearing of the Pakiri Block. I explained to him that, under the existing law, there having been no application lodged within the six months allowed for a rehearing, neither the Government nor the Court had power to grant a rehearing, and the only authority competent to grant a rehearing was the Parliament itself. I also pointed out to him the extreme danger of setting an example of that kind, and disturbing the title after a lapse of seven years; and I did not think Parliament could do it: but I concluded by telling him that still I would give the matter consideration. I did consider the matter, and came to the conclusion that it was not expedient to grant a rehearing. In regard to the reference in the petition to my having asked him in 1872 to acquire a farm in that district for Mr. Perkins, I do not know whether the Committee want to hear me upon that.

*The Chairman:* So far as it bears upon this particular petition.

*Mr. Sheehan:* As to the title of the Natives in that block, I may say that I had never been in that district before the time that Mr. Gittos refers to, but I had gone up there for the purpose of being elected, if possible, for the Rodney electorate. Coming back I halted for a short time at the house of a settler named Perkins, and in the course of the talk which we had while I was having something to eat, he pointed out to me some land, lying, I think, to the north of his house, which he said he would like to acquire the freehold of. I asked him if he knew whether it was Native land or Crown land, and

he replied that he believed it was Maori land. I asked him if he knew who the Natives were, and he said they were Mr. Gittos's people. I then wrote Mr. Gittos that letter. I had no information whatever at the time that the land was inside the Pakiri Block; nor do I believe that the settlers themselves or Mr. Gittos had. I believe it was subsequently—when, at the instance, perhaps, of other people, Mr. Gittos was desirous of dealing with the land—that it was found to be inside the Pakiri Block. I wrote to Mr. Gittos. I knew that for many years he had taken a strong personal interest in the protection of the affairs of these people at Oruawharo, in relation to their lands and other affairs. That is the substance of what I have to say, and I am now at your service.

762. *The Chairman.*] There is one question I should like to ask before you leave that part of the subject. Do you say that the land was surveyed and passed through the Court in 1869?—About 1869.

763. Have you reason to believe that these Native petitioners knew of the survey at that time, and that the land was then going through the Court?—Yes; Adam Clark was there.

764. I mean the land in the disputed boundary?—That I cannot say; but I think it would be very likely, because there were a number of other blocks to be put through in the same vicinity.

765. Have you reason to believe that they had other means of knowing that the land was at that time to go through the Court?—I know of no reason to the contrary. The rule is to send Proclamations round the various Native settlements to a number of people of each tribe; but still, it is possible that they might have been there and yet not have been aware of the encroachment.

766. You do not know anything of your own knowledge?—No; but reference to the *Gazette* of 1869, and the Proclamation of the cases to come before the Court, would very likely settle the fact whether they had any claim before the Court or not.

767. I want you to be quite clear about what you said in reference to the money lodged to the trust account. You stated, I think, that you had no doubt that the deposit document produced from the bank is the one that was used on the occasion of the lodgment of the money?—Yes.

768. And that is for £300?—Yes.

769. Did I understand that you stated that on the same day Adam Clark came to your office with Brissenden and Nelson and signed a cheque in your presence for £200?—Yes.

770. I presume that is the cheque which I have seen. Is that the cheque?—Those are the two papers that I refer to, and that is Adam Clark's signature.

771. And did I understand you to say that at the time that cheque was signed it was clearly understood between you that it was for the purpose of paying for the maintenance of Wi Apo's children?—Partly. I said I was not quite sure that that money was paid to him for the survey on that day; but a portion of it was clearly meant as a fund from which he could pay for clothing and matters of that kind from time to time. I do not think I said so absolutely.

772. *Mr. Bowen.*] Then it was to give Adam Clark that £200?—You see, he lived eighty miles from Auckland, in a country which at that time was inaccessible, as there were hardly any roads, and people travelled by cutters. The boy lived at his own settlement, under Mr. Gittos's care. I knew Adam Clark was a member of Mr. Gittos's church, and therefore I had no hesitation in allowing him to receive the moneys.

773. *The Chairman.*] But I think you stated quite distinctly that you had yourself received none of that money?—Yes.

774. That you had handled none of it?—Yes.

775. None of it, in fact, was paid to you?—Yes. Of course that does not refer to the £20 cheque in respect of which I have given my evidence.

776. I am speaking of the £200 cheque?—I did not handle a single penny of it. I did not take the trouble to deduct moneys due to the estate—moneys paid out of pocket. At the hearing of the case in 1869, Mr. Gittos was there. I distinctly remember his holding Divine service.

777. I notice that in your evidence given before the Public Accounts Committee the statement you made then differs from what you stated to-day, and I should like to call your attention to it?—I am speaking from memory of a transaction which took place six years ago.

778. You say there that "before 1 o'clock in the day, Clark and Nelson came up to my office in the Provincial Secretary's room, and produced a cheque, which was signed by Adam Clark, for £200. I asked what the money was for. Adam Clark's £150 was to recoup expenses of survey." I ask what the £50 was for?—That would not be any money for my own benefit. That might have been money for Jones.

779. But you said to-day that you did not even handle the money?—I would not even say now that I did not handle the money for Jones. It might have been handled by Nelson or Brissenden. I am speaking of a matter which took place in 1874.

780. But, as I understood you to-day, you stated you never handled the money at all?—It might have been so. None of it had been given me for myself; but it might have been passed to me to pay Mr. Jones. In that case I should have handled the money, no doubt. I think £100 was paid to Mr. Jones—£50 of that amount, and £50 of Te More's amount. I have no doubt Mr. Nelson would be able to give the exact details of the disbursement. I should like, if the Committee have no objection, before completing my examination, and answering questions that may be put to me, to have reference to the bank account which was sent for. Speaking from memory, one might make a mistake.

781. The telegram states there were only two cheques drawn, the £200 and the £20. The account, when it comes, I have no doubt will be the same as that. I may state that I got a corrected copy of the telegram.—In that case there ought to be a balance in the account now of £80.

782. There is one other matter I should like to ask you, Mr. Sheehan. Do you remember paying any money to Jones on this account?—I cannot say. I know that Mr. Jones came to me two or three times about it in the office, when he heard that these people were down for the purpose of selling. In fact, I think he came to me for a letter recommending his proposal to dispose of his lien to the Government. I saw him frequently about the matter, when he was negotiating for his own lease. It is quite possible I may have paid Jones; but I should be simply a mere machine for transferring money from one to the other.

*Mr. J. Sheehan,*

*M.H.E.*

Aug. 9, 1880.

Mr. J. Sheehan,  
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783. *Mr. Bowen.*] You do not know at all what became of this £200 cheque, apart from the £50 that you say you paid? You do not know the history of the cheque after you signed it?—Nothing whatever. I observe by the telegram that the £200 cheque appears to have been paid in to Brissenden's account. That would be explained, I think, by the supposition that he had previously given his cheque to Adam Clark for the amount, pending a settlement.

784. But you do not know?—All I know is that I signed a cheque according to his request, and that he took it away himself.

785. *Sir William Fox.*] Adam Clark told us very specifically and very positively that at the time when he paid that money into the bank—£300 or £400, whatever it was—Mr. Nelson was with him, and before they left the bank Mr. Nelson handed to him a white paper, which Clark believed to be a banker's receipt?—Yes. I heard that.

786. And then he said that after he went out of the bank you said, "Let me look at that paper;" that he gave it to you, and asked you to return it, but you would not give it?—That is very possible.

787. And on that account he did not come back to you at all?—I understand that the course of the bank business would be this: this slip which would be handed into the bank would be the one which they would retain for their own record. Possibly Mr. Nelson might have asked for a copy of the slip, as I do in such cases myself.

788. Adam Clark says it was handed to him and taken from him?—It is quite possible that I may have taken it from him as evidence of the fact that the money had been paid to our account.

789. But you do not remember?—I do not remember. I do not remember being in the bank even. But it is quite possible I may have taken the slip; and, even if I had been in the bank, it was some time after that when they came to me in my own office.

790. I wish to call your attention to the £200 cheque. It appears to me that it is written in different handwritings and at different times. You will observe that the words "two hundred" are written with a different pen, and in different ink, and at a different time?—It was all done at the same time.

791. And with the same pen?—It was a table nearly the size of this. We were on different sides of the table. He might use one pen and I another.

792. That £200 in that appears to be different. One part of the cheque appears to be written with a thick pen, and the other part with a thin one?—They are the same handwriting, but with different pens. It is quite possible I may have stopped to ask what would be the amount, and then used another pen.

793. When you made that payment to Mr. Jones did you take any receipt from him?—I cannot say I did pay Mr. Jones; I am not quite sure.

794. In the ordinary course of business you would take a receipt from him?—I suppose I should, unless he gave back the document upon which he was claiming.

795. You were practising as a solicitor and barrister?—I had ceased to do business. Dignan and Armstrong had taken over my business.

796. But did you not keep some sort of account-books?—Yes; but in 1871 I joined the Provincial Government, and from that time I ceased to have any interest in the business. If any business came in my way I handed it over to them.

797. But is there not a record of such business as this in account-books?—The Government Agents would very likely have an account of the disbursements. I did not consider it necessary, as the money had to be paid into the bank, and the account would show.

798. You trusted to the bank pass-book to show the account?—Yes.

799. You feel confident that there are no account-books that could be got now?—I feel confident I have none. I do not know whether anything in Dignan and Armstrong's office would show that account. I may add that, dealing as I was with Natives, I looked upon the Government officers who were conducting the transaction as the proper persons to see that it was regularly done.

800. That would hardly apply to trustees?—But when the money was paid into the bank I had no objection to give a cheque to Adam Clark in the presence of others as the outcome of arrangements made between him and them.

801. *The Chairman.*] Were you present at the lodgment of the £300?—I cannot say. Adam Clark does not say I was present at the paying-in. He says I came in just after he got his slip. I may have been present; I cannot say.

802. As to the refund to Jones, you say you do not remember whether you paid that £50 or not?—No; but I remember that, at the meeting on the previous evening, when the agreement was arranged, I told him he would have to pay that £50 to Jones, and Hori te More would have to refund his amount, as they could not, as a matter of good faith, expect that the Government would refund the money to Jones.

803. *Sir William Fox.*] Is Mr. Jones in Auckland now?—No; nor is Mr. Brissenden. That is the misfortune, that the matter has been allowed to go on so long.

804. *The Chairman.*] Had you anything to do with Jones in the matter of refunding his money for the timber?—I have already explained that he called upon me and wanted me to arrange with the Government, but I declined to do so. I may have told him the Natives were going to sell. At this lapse of time, in a matter which had no special interest for me, I would not undertake to say whether it was so or not.

805. But, though there may have been some difference in the ink or the pen used on that cheque, you say it was drawn in your office?—In the Provincial Secretary's Office.

806. In your presence?—In my presence.

807. Are you quite sure of that?—The cheque was signed in my presence, and signed by me at the request of Adam Clark. I was asked where Mr. Stannus Jones is. He left the colony some eight or ten months ago—and I think for good.

808. Then the cheque was not drawn up before they came to your office?—No; the cheque is in my own handwriting.

809. But I would call your attention to the evidence you gave before, which would seem to imply the contrary [evidence quoted]?—That does not mean it was signed at the time. The cheque was produced, and I signed it.

810. Both you and Adam Clark have said you were not present when the £300 was lodged; but in the evidence taken in 1877 you say that you were present?—I would not be certain whether I was or was not. I do not think I accompanied them to the bank; I may have gone there subsequently.

811. You say, "I went with them to the bank, and we lodged in the bank £300 to the credit of himself and myself as trustees. The receipt I took away myself"?—Yes. That would very likely be the case then. That is confirmatory so far as to the bank slip having been received by me.

812. Then, in fact, you do not remember now whether you were there or not?—I would not swear positively. It is difficult to trust to one's memory.

813. But three years ago you said this which I have just read. Is the Committee to understand whether you were there or not?—I would not be quite certain whether I was there or not. I cannot charge my memory to say so. All I do know is that I was in my own office when they came with the cheque.

814. *Mr. Wakefield.*] It is a very important point to know how the money was actually disposed of. I want you to try and tell us—firstly, whether this cheque was actually brought by Adam Clark and presented to you, or whether you gave them the cheque there. Is this a cheque out of your cheque-book—I see it has no number?—I do not think it would be, because I was not banking at the Bank of New Zealand. I was banking, I think, at the Bank of Australasia. I never banked, I think, at the Bank of New Zealand until I became a member of the firm of Whitaker and Sheehan.

815. Did Adam Clark bring you the cheque?—Brissenden, Nelson, and Adam Clark came together.

816. Did they bring a cheque?—The Provincial Government account was kept at the Bank of New Zealand, and I may have got a cheque from the Treasury, next door.

817. Do you not remember which you did?—I cannot say.

818. Now, you say Adam Clark asked you to sign a cheque?—Yes.

819. Did you fill in the cheque yourself?—Yes.

820. And did you sign it?—Yes. The whole of the cheque is in my handwriting except Adam Clark's signature.

821. What I want to know is whether the cheque was signed by Adam Clark before you had anything to do with it?—I cannot say. It might have been signed by Adam Clark before he came into the room. All I know is that the cheque was signed in the room at his request, in my presence, and given to him.

822. You say you gave him this £200 to be used for trust purposes?—I said I was not quite certain whether or not the survey account was settled that day or next morning, but I believe part of it was intended to cover expenses incurred.

823. You said you had no objection to giving him the money, because he was a member of Mr. Gittos's church, and was well known—you had no hesitation in giving him the money for the purposes of the trust?—Yes, I would have given him the whole amount if he had applied for it.

824. You have told us you gave him this cheque, and he took it away with him; and yet you say you are not sure you did not give Jones £50?—I am not quite sure that they paid, or whether I paid the amount to Jones. The cheque was lodged apparently to Brissenden's account. I do not know whether that was given to Brissenden and he gave separate cheques to Adam Clark.

825. I am speaking of what took place at this time in your office. You admit he may have paid Jones then and there?—I do not think it is likely—and I will give you a good reason: You see the cheque was not converted into cash there; it was paid in, apparently, to the account of Edward Brissenden. You will find that by the telegram.

826. That is the very thing I am coming to. The cheque was not divided in cash; and yet before the other Committee you said you paid £50 of this money to Jones?—Yes.

827. Was that the case or not?—I cannot say. All I know is that Stannus Jones did get £50; but whether through my hands or the hands of some other person I cannot say.

828. Was Jones present when this cheque was drawn?—No, I do not think he was. Te Hemara was not present. I think the only persons present were Adam Clark, Brissenden, and myself.

829. The evidence you gave before the other Committee is altogether at variance with this?—I do not see it at all.

830. I want to get at it because it is a very important part of Adam Clark's evidence?—I am giving you evidence to the best of my knowledge and belief, and I would not say whether it was by myself or some other person.

831. Here you say that Adam Clark got £150 of it to recoup the expenses of the survey [evidence before Public Accounts Committee quoted]?—That does not mean necessarily that the £50 was paid there and then in the room. It means after the money was paid in; or Brissenden may have given £50 out of his account.

832. I think it is quite clear from your evidence here that when you gave this evidence before the Public Accounts Committee you were under the impression that the cheque was brought to you, leaving nothing to add but your signature?—I do not think that I meant that. You see the cheque is all in my handwriting except the signature. It might have been as you have read from the former evidence. The transaction was three years old then, and three years have gone by since, and I have not been keeping the matter in my head. All I know is that I signed that cheque in my own handwriting. I know also that Jones was paid; but whether by myself or some other person I cannot say.

833. Then the net amount to Adam Clark was £100?—Yes, after the cheque had been drawn.

834. We have got from Adam Clark that he received, and Te Hemara received, a certain sum on the night of the 13th May for the survey?—The evidence was that when they came to town they went to Nelson's house, had tea there, and Nelson gave them £25 each.

835. Then, the night before this money was paid in there was a further division of money in Nelson's house?—I cannot say what took place in Nelson's house.

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836. But you were present at the hotel?—I was present.

837. What money was paid to Adam Clark that night?—I am not quite sure. There were deductions of £25 apiece, I think, and he had £50 besides. I would not be quite certain whether £50 or a little more. I have no doubt Mr. Nelson will be able to produce the accounts.

838. The gross amount was £450?—Yes, I think so.

839. Well, of that £450, £50 was paid to Adam Clark for the survey?—No; the total amount of the survey was £150, I think you will find. You can easily get the amount of the survey from the Native Land Court.

840. I am trying to account for the £450?—The £25 which Adam Clark spoke of, I presume, would be £25 given to him by Nelson, and £25 more given to him.

841. Well, then, £50?—I think he received £50 there and then. I am perfectly certain that the money which Adam Clark took away represented the fair outcome of the transaction settled in my presence. The whole thing took place in Maori.

842. I want to find out how it was, if the £300 was paid into the bank as the net proceeds of the sale—how there was still a claim upon it for survey?—I cannot state at this lapse of time. The accounts were gone into then and settled.

843. Yes; and the outcome of that settlement was a net sum of £300, which was paid into the bank?—I did not say £300 was a final settlement, or whether a portion of it was not dealt with on the following day.

844. And you did not take any receipt at all for this money?—No; nor did Adam Clark, so far as I can remember.

845. Did not you regard this £300 as being the property of Wi Apo?—Not in the same sense as if he were a European youngster living under my care and protection. The Government have frequently paid moneys in that way before my time.

846. You did not regard your trust of Wi Apo's property as such a particular one as that of a European trust would be?—I have said in my evidence in chief that I was very careful to point out that the land was almost worthless, and could not be dealt with. Europeans would not touch it; and the only person who did touch it gave it up. Looking at the fact that Adam Clark had this boy under his charge at a considerable distance from Auckland, I considered it the proper thing to let him have this money and the disposal of it.

847. I want to ask you another question—of course it is a tax upon your memory—are you sure this cheque was not drawn in the bank at the time the £300 was paid in?—I am certain it was not. It was not filled in by me.

848. Do you not think that this cheque was actually got at the bank by Brissenden or Nelson on that day?—It is quite possible that they got the form there, or that Adam Clark got the form there; but I can say I filled up the body of the cheque and signed it in his presence.

849. But you think it is possible the cheque may have been obtained in the bank on that day?—It is possible; but it is impossible to recollect events of that kind after this lapse of time.

850. Are you sure they did not give you the cheque that day at the bank?—I am absolutely certain.

851. But they did give you the bank slip?—Adam Clark says I got the bank slip from him; but I would not be quite certain that it was so. The bank slip would be only a duplicate copy of the one kept by the bank, and not signed.

852. Now, I find that this cheque was paid into Brissenden's account by Brissenden himself, on the same day on which it was drawn: have you any knowledge how it got into Brissenden's possession?—I have none whatever. I have got just a notion that Brissenden had advanced money out of his own account pending a final settlement of this account, and possibly it may have been a refund of the amount so advanced by him.

853. You have told us that in 1877, when you heard of this bet between the two members, you moved in the House that this matter of the Pakiri purchase should be referred to the Public Accounts Committee for inquiry so far as you were concerned: was that the case?—I think it was, and I caused myself to be brought before the Committee as a witness.

854. You do not mean to say that you made that motion?—I may not; but I spoke to the matter in the House, and I think I spent a quarter of an hour or twenty minutes in the House in referring to it.

855. It was not on your motion?—I would not be quite certain it was not at my instruction.

856. This is the order of reference: "On the motion of Mr. Kelly, That the petition of Mr. Brissenden be referred to the Public Accounts Committee"?—That is the original petition, by Brissenden. It was a long while after that my matter was referred to the Committee. Brissenden, if I recollect aright, was petitioning for a settlement of account, and necessarily the Pakiri matter came up.

857. Now, Mr. Sheehan, about the £20. This cheque is dated 8th December: do you remember receiving that cheque?—I cannot say that I do.

858. Do you remember Mr. Gittos asking you for this £20?—I do not remember. I have told the Committee that I presume the cheque must have been before me at some time. It bears my signature along with Adam Clark's.

859. Do you not remember drawing the cheque at all?—I cannot say I do. I only know that I signed it.

860. That is your handwriting?—No; it is Mr. Gittos's.

861. You know Mr. Gittos's account of it—that he went to you and asked you for the money; and you told him he must get Adam Clark's signature to the cheque; and that he went and got the signature and posted the cheque to you?—That is very possible, because if he asked me for the money in town I should refer him to Adam Clark for his signature before the money could be touched. That accounts for the cheque being in his handwriting.

862. Have you any recollection of this cheque?—No.

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863. You do not remember signing it?—No.

864. You do not remember receiving it by post from Mr. Gittos?—No.

865. You do not remember drawing the money from the bank?—No.

866. And yet you recognize from this signature on the back that you had drawn the money?—That would not necessarily imply that I received the money.

867. It is not payable to bearer; so that you must absolutely have received the money?—I would have had to go to the bank if the cheque was made payable to order. Mr. Gittos, in sending the cheque, would probably make it payable to order, in which case it could not be used by any person but myself.

868. But you do not remember whether you received the money yourself or whether you merely indorsed the cheque?—I cannot say.

869. You have no recollection whatever of it?—No, not until 1877. It may be that Mr. Gittos wrote to me about the matter. I have always been ready to meet him. If he had got a note from the bank to the effect that the cheque had been drawn in that way, I should have felt called upon to pay it.

870. What did you do with the money?—I did not even say that I got the money.

871. But here is your indorsement. Did you give it to anybody else?—It is impossible for me to say. I did not say I got it. It is impossible to remember.

872. Had you occasion to pay any other moneys on account of this trust?—I do not think so. I do not remember any.

873. I mean, were there any other moneys expended on account of the trust?—I cannot say.

874. Might you not have paid that money away upon some other claims on the trust?—I might have done so; but I really cannot at this lapse of time remember that I did.

875. You did not keep any account of these trust funds at all?—No; except so far as the bank was concerned.

876. You have got no receipts?—No. I saw a settlement between the people which accounted for the money up to the £100 which would have been in the bank when that cheque was drawn.

877. But afterwards there was £100 which absolutely belonged to the trust?—Yes.

878. But you took no steps to keep a record as to how that money was dealt with?—I did not.

879. About this £20?—I cannot say about that. I may have received the money and paid it to some other account, or I may not.

880. I see that in your evidence before the Public Accounts Committee you say you have no recollection of this transaction at all, but you may have affixed your signature to the cheque?—Yes.

881. You say, "After the cheque was sent to me to be drawn the money went to Adam Clark." Do you think you paid this money to Adam Clark?—It may have been so. I do not remember receiving the cheque. No doubt the cheque was dealt with by me, because there is my indorsement; but what became of the proceeds I cannot say.

882. Mr. Gittos said you promised him that, if he got a cheque for £20 from Adam Clark, you would pay the money into his (Mr. Gittos's) account at the bank?—I cannot say. I cannot remember.

883. What were you doing in 1874? Were you a member of the Provincial Government?—I resigned in April, I believe.

884. This was in May?—I had ceased to do any business in Auckland, and only came back to attend the Provincial Council.

885. Were you in Napier in December, 1875?—I cannot say. I should probably come up in January, 1875.

886. *The Chairman.*] I should like to ask you again about this £150. You say that in 1877 £150 out of the £200 was to be paid for the survey; but at that time you said nothing about the maintenance of Wi Apo's children?—Yes.

887. Was it for the children or for the survey?—The statement made in 1877 was probably correct, speaking as I would from a much fresher recollection of what took place.

888. You heard Adam Clark say that the survey only cost £100?—That would be his share of the £300.

889. But you said in 1877 you had paid away £150 for the survey to Adam Clark; but Adam Clark says £100 was all he was entitled to?—I cannot say £100 was all. I think you will find it was £150.

890. But, if you paid £150, would you not take care it was due?—I suppose the amount was to settle the account in part.

891. Why was the £100 deducted on the night before?—That I cannot tell. I have said there were certain deductions made from that sum. I cannot tax my memory even as to the amounts. Mr. Nelson would be able to explain.

892. You would not allow any of the money to be used except for the purposes of the trust?—That would be for me to consider. I take it that the survey would be for the purposes of the trust; and if Adam Clark came down to Auckland and incurred expenses, that would be for the purposes of the trust also. As I have said, I would have given Adam Clark the whole amount.

893. You deducted £100 from the £400 first of all. Can you give the Committee any account of what the money was paid for?—I cannot say; nor do I know that the money was stopped that night.

894. You say £300 was put into the bank, and yet you say the amount due was £400?—I say £400 or £450.

895. It was certainly not less than £400?—Yes.

896. Then £100 was paid away, leaving £300 to be put into the bank?—£25 was stopped for advance to Adam Clark, £25 for advance to Te Hemara, and, as nearly as I can recollect, Adam Clark got another £50 at that time.

897. Then, having got £100, and £300 being put into the bank on the same day £200 are taken out of it for certain other purposes, do you mean to tell the Committee that you do not know what the

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£100 was for, nor the other £200?—I know Adam Clark had to be paid for the survey, and that Jones had to be paid. I know that the survey was paid, and Jones was paid; but I cannot tax my memory as to the exact amounts and the exact times.

898. In all these transactions you kept no account?—The thing was settled there and then by cash or cheque. It is not customary to keep these accounts with Natives. I looked upon the trust as practically at an end when the money was paid into the bank.

899. To-day, I think, you said you did not pay Jones money?—I am not quite sure.

900. But in 1877 you said you did not pay Jones?—Whether I gave it to him or to the Land Purchase Agent I do not know. Stannus Jones paid certain moneys on account of the bush lease. If you desire to ascertain who paid that, the information can be got at once by telegraphing to Dignan and Armstrong. When the Government agreed to purchase, the Natives agreed to hand back to Mr. Stannus Jones the amount they received from him, and deductions were made from the amount.

901. But we have come to £300 to be accounted for out of £400. This £300 will have to be accounted for in some way. What was the amount paid for the survey, and the amount to Jones?—I cannot say from memory. The petitioners ought to have brought that information here.

902. But they have been questioned upon this, and they give amounts?—They say they do not remember.

903. In Clark's evidence he says distinctly he got £25 from Nelson, and afterwards got £50; and then £25 was paid to Te Hemara. And he says that cleared the survey only. That would leave nothing to be paid for the survey afterwards?—I do not admit Adam Clark's evidence at all.

904. You had an opportunity of asking him questions?—But he adhered to this part of the evidence.

905. Then you say that that £100 was not paid for the survey?—I believe it is not true. I believe £100 was paid to Adam Clark to spend upon himself.

906. You knew of that £100 having been paid?—I saw all that took place in the matter.

907. You knew that the amount to be paid for Wi Apo was £400?—It might be £400 or £450. I know the outcome of the transaction was £300, which was given to Adam Clark to be deposited in the bank.

908. But you say £100 was given to him for some specific purpose?—The amount was so much less by the amount paid to him.

909. Do you mean to say that you knew nothing of the purpose for which the £100 was paid to Adam Clark?—I do not mean to say anything of the kind. I say I cannot remember what the purpose was.

910. This £100 was legitimately given to Adam Clark?—Yes.

911. He says it was for the survey: do you say it was not for the survey?—I do not think it was.

912. What could it have been for?—It might have been incurred for expenses which it recouped.

913. Then you really cannot reconcile the figures that were given in 1877 with those that are stated now?—I do not know. There may be some slight discrepancy between them.

914. You have no accounts to show what this £100 was paid to Adam Clark for?—No.

915. Nor the other £200?—No. The moneys were paid to him in my presence, except the £25; but, having moneys coming to him, I should assume that whatever accounts there were would be in his hands.

916. Then, in regard to the £20, you still say that you did not draw that from Mr. Gittos, and did not pay it to him?—I did not say that. I said I had no recollection of the matter at all; but, from the fact that the cheque bears my signature and indorsement, I presume that the cheque did pass through my hands.

917. Then was this money paid to Jones through your hands or not?—I cannot say.

918. Nor do you know the amount even?—It would be about £50, I should think.

MONDAY, 16TH AUGUST, 1880.

Mr. CHARLES EDWIN NELSON examined.

Mr. C. E. Nelson.  
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Mr. Nelson said: Sir, I have conscientious scruples against taking an oath. I ask to be permitted to affirm.

The Chairman: You solemnly declare that the evidence which you will give to this Committee shall be the truth, the whole truth, and nothing but the truth.

Mr. Nelson: I solemnly and sincerely declare that the evidence I shall give shall be the truth, the whole truth, and nothing but the truth.

[Question of power of Committee to take evidence on affirmation here raised. After discussion, resolved, on motion of Sir William Fox, to act in conformity with practice in similar cases in Courts of law.]

The Chairman: I shall ask you, Mr. Nelson, to reaffirm what you have said.

Mr. Nelson: I solemnly and sincerely affirm and declare that all the evidence which I am about to give shall be the truth, the whole truth, and nothing but the truth.

919. The Chairman: Do you remember, Mr. Nelson, about the disposal of the Pakiri Block? Do you remember in regard to the purchase-money—[Question interrupted by Mr. Sheehan, who asked to have petition, or portion of it relative to purchase-money, read to witness. The Chairman ruled this not to be necessary]. Do you remember anything connected with the purchase—and the final settlement of the parties—of the Pakiri Block?—I do. In fact, I negotiated the purchase of that block for Mr. Brissenden.

920. Do you remember the time when certain money was paid on account of it by the Government?—I remember all about the money that was paid upon it.

921. As you remember these things, will you, in as concise a way as possible, tell the Committee all you know about the payment and disposal of the money?—Yes. I should wish that you would allow me to refer to my memoranda taken at the time.



922. You may do so, simply to assist your memory.—I want them to assist my memory chiefly as *Mr. C. E. Nelson.* to dates. The part I took in the matter was this: It was in May, 1874, that I negotiated the purchase of the Pakiri Block. I was assisted by Te Hemara, of Mahurangi. I had agreed to pay him £50 for his assistance, and also to pay him for any claim that he might have upon the block. I first met the trustees—namely, Arama Karaka Haututu and Hori te More—at Helensville—that is to say, I met them for the first time in reference to this negotiation—on Friday, 8th May, 1874. They both then agreed to sell, but the price was not decided upon. On that day I paid Hori te More the sum of £20 on account of the purchase.

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923. On the 8th May?—Yes, on the 8th May. On the same day, Friday, we left for Riverhead—that is, Adam Clark, Hori te More, Te Hemara, and I. On Saturday morning—that was on 9th May—we went down to Auckland, the four of us. On arrival in Auckland, Hori te More, Adam Clark, Te Hemara, and I went to the office of Mr. Williamson, who at that time was Superintendent. When we were in that office, Te Hemara told the Superintendent that he had managed to get the Makarau Natives to consent to a road to which they had previously objected and obstructed. After that I went home—I was living at Mount Albert at the time—and I left the Natives in Auckland. That evening—I should say the time was about 6 o'clock—Te Hemara, Adam Clark, and Hori te More came to my house, and I paid Adam Clark £50 and Te More £50, each on account of the purchase. Te Hemara was present. I may say that the agreement was made, and notice had been given to them previous to my paying them, that the Government would pay them £1,600 for their two shares—or, rather, for the shares which they represented as trustees. Hori te More was trustee for his son Panapa, and Arama Karaka was trustee for a boy named Wi Apo. On Monday, 11th May, nothing was done. The Natives had left Mount Albert on the night previous, and returned into town. Brissenden called at my house, and I told him that I had succeeded in purchasing two-thirds of the Pakiri Block—or, rather, 20,000 acres, which was the area mentioned—for the price of £1,600. It was raining heavily that day, and that prevented him from going to town. On Tuesday, the 12th May, Mr. Brissenden, the two Natives, and I went to look for Mr. Sheehan. We did not find him at his office; we found him at the Provincial Council Chambers. About luncheon-time Mr. Sheehan came with us into a hotel at Waiariki, or, as it is also called, Official Bay. There Mr. Brissenden paid the Natives £800. However, he deducted from that amount the payments which I had previously made.

924. What payments had you previously made?—I had paid £20 to Hori te More at Helensville, and £50 to him at my house, making in all £70. A sum of £100 was also deducted from this amount of £800, to recoup Mr. Jones, who had a timber-lease of a portion of the Pakiri Block. That £100 was deducted from the £800. I believe that Mr. Brissenden at that time took a receipt for £800. Subsequently—that is in the afternoon—

925. Just a moment. I want to get what you deducted from the £800. You say you had deducted £20 and £50 from Hori's share?—Yes; and I had paid £50 to Adam Clark.

926. Is that all—that is £220 you deducted from the £800?—Yes; Adam Clark had had £50, Hori te More had £70, and there was £100 for Jones.

927. That is, £220?—Yes. But the better way, perhaps, to put it is that each one was paid his own share—that the whole sum paid was £800—that is to say, £400 to each.

928. But you say that you gave it to them less deductions. You say you paid away £220. I want to get these details clear as I go along. What were these deductions?—There was £800 to be paid to the two Natives. Off that amount £100 was taken to be paid to Jones. This left £700—that is, £350 to Hori te More, and £350 to Adam Clark. I deducted—or, at least, Mr. Brissenden did—an amount of £50 from Adam Clark, which I had paid him at Mount Albert in my house; thus leaving Adam Clark £300. I had paid Hori te More at Helensville £20, and had paid him £50 at Mount Albert. These two amounts were deducted, and a further amount of £100 was deducted from Hori te More, being the share which he had received from Mr. Jones on account of the timber-lease. These deductions left Hori te More a balance of £180, I think. After that, towards evening, we went in the direction of Mr. Sheehan's office in the Superintendent's buildings, and Mr. Brissenden said that he wanted a receipt then for £1,600. I believe that he then tore up the first receipt, and said that he would place the £800 to the account of the two boys for whom Mr. Sheehan and Adam Clark and Hori te More were trustees—that it would be lodged to a trust account in the bank for the two minors. On the following day—that is, if what I have stated is quite clear—

*The Chairman:* Yes.

*Mr. Nelson:* On the following day Mr. Sheehan and Adam Clark lodged £300 to their account, as trustees for Wi Apo and Panapa. Now, all the money had been paid that I saw paid on the Pakiri Block until some months after, when £60 was paid to Hori te More. This last sum was paid some eight or nine months after the previous sums. That is all the money that has been paid. I believe £300 was lodged; I am not quite sure whether it was I who lodged it.

929. *The Chairman:* I understood you to say just now that you are not quite clear whether you went to the bank to lodge this money?—I have no note down of having gone to the bank for that purpose. I first wrote in my memorandum, "This morning, Sheehan and Adam Clark lodged £300;" but I subsequently altered the note to "I hear that Sheehan and Adam Clark lodged £300." I scratched out "This morning," and put over it "I hear that." I am not quite sure whether I went with Adam Clark to the bank, but it is my impression that I did. That was on the 13th May.

930. It is your impression that you did go?—It is my impression that I did go. It is my impression simply from other matter which I put in my memorandum-book at the time. It is now six or seven years ago, and at this distance of time it is difficult to remember every circumstance.

931. Did you ever see that before, Mr. Nelson [lodgment-slip for £300, dated 13th May, 1874]?—Yes, that is my handwriting.

932. After seeing that, you may conclude that you did go. You see there are several handwritings in that slip. Will you tell us which is yours—is it the words in the body, "Wi Apo, by Arama Karaka Haututu and John Sheehan, in trust"?—Yes, that is my handwriting.

933. The figures "£300"?—They are not mine.

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934. You do not know the other handwriting?—I think it may have been written by the bank clerk, judging from the style of the writing. It is not Mr. Sheehan's, it is not Mr. Brissenden's, and it is not mine.

935. Then you do not remember anything about the lodging of the money?—About the lodging, no. I do not remember anything about the lodging. The writing is evidently my own; but I do not remember going into the bank at that time. I remember subsequently going with Adam Clark; but, as that is my handwriting, I no doubt went at the time the money was lodged.

936. Do you know the signature at the bottom?—Adam Clark's? I think it is Adam Clark's own signature. I have seen him sign his name. [After inspecting signature] That is Adam Clark's. Yes, that is his.

937. Can you say whether that was written in your presence?—That I cannot say. In fact, I do not at all remember going into the bank to lodge this money.

938. You have brought us up to the point of lodging that money. Do you know anything about the getting it out of the account?—I got it out—£200—on the following day.

939. I want you to tell the Committee about that?—I have not a very distinct recollection of it, and I must refer to my notes. I have down in my memorandum that in the morning on Thursday, 14th, I called at the Superintendent's office. There I saw Mr. Sheehan, and he told me that Adam Clark had been up to him several times asking him for some money. Mr. Brissenden was also there. Then Mr. Brissenden gave me a cheque for £200, and I went down town.

940. Was this his own cheque?—He gave me a cheque. I believe it was his own cheque. I have down simply that Mr. Brissenden gave me a cheque for £200 to give to Adam Clark. Then I went down town. I may say that I do not remember distinctly whether Brissenden gave me this cheque in the Superintendent's office; but I know that Brissenden was there when Mr. Sheehan asked me to look for Adam Clark. Adam Clark had been bothering Mr. Sheehan very much to get some money that day. I remember distinctly having the cheque of Mr. Brissenden, and going to look for Adam Clark; and I found him in Mr. Oliver's shop. I asked him to come to the bank. I asked him if he had been asking Sheehan and Brissenden for money. He said "Yes;" and he added, "I want to get away to-morrow." He then went with me to the bank, and I paid him the £200. I drew the money and paid him in the bank the £200.

941. Do you remember how you paid him—whether it was in notes or in gold?—It was all in notes. I remember distinctly always paying Adam Clark in notes, and Hori te More in gold. Te More was a very old man. I have in my note-book the following memorandum, but I have not a distinct recollection of the fact: "Adam Clark signed a cheque in return for the one given him by Brissenden." My impression is that Adam Clark signed the cheque. I think I differ from Mr. Sheehan on this point. My impression is that it was during one of the interviews when he wanted money, and when he had seen that Mr. Sheehan would not give it to him, that he asked Mr. Brissenden to give him the money on the ground that he had paid £150 for the survey. My impression is that Brissenden told him he would give him £200 at that time if he would sign a cheque, that Mr. Brissenden tore out a cheque and Adam Clark signed it, and that Mr. Sheehan signed this cheque afterwards.

942. Did Clark give you the cheque?—Brissenden gave me the cheque. I have it down in my note-book that he did.

943. But the other cheque—you refer to the other cheque?—At this distance of time I cannot remember distinctly. I have simply down, "Adam Clark signed a cheque for the one given to him by Brissenden." I say that my impression is that Brissenden, before giving this cheque, would require a cheque from Arama Karaka, who was bothering Brissenden—and evidently Sheehan also—for money. My impression is that Adam Clark signed the cheque first, and that Brissenden had this cheque signed by Adam Clark.

944. You say you drew the money?—I drew the money, and paid him the money. A son of Mr. Hargreaves, of Kaipara, was near when I paid Adam Clark £200—paid it to him at the little table in the centre of the bank.

945. Is that all you know of this transaction?—That is all I know. That is all the money that was paid on the Pakiri at that time.

946. Did you see Adam Clark pay any of this money to anybody?—No.

947. You know nothing of the disposal of it afterwards?—No. But I recollect a thing that he told me—it was when we were in Oliver's shop. I think the reason for the crossing business—the crossing of the two cheques—was that Adam Clark was anxious to get away; and this was about 2 o'clock in the afternoon, and Clark said that he was in a hurry, that he wanted to get away next morning. What he told me subsequently in Oliver's shop was this: he told me distinctly, in the presence of Te Hemara, that he had paid £150 towards the Pakiri survey; and he made that statement in the presence of several Natives.

948. That is all you know of the £200?—Adam Clark got the £200, and I was the person who paid it.

949. Had you any other transaction at that time with Adam Clark?—None whatever—no land transactions, no money transactions whatever. I might have taken more minute notes of these affairs had I been the responsible agent; but I was simply a paid servant of Mr. Brissenden. But this money several people have seen. The Natives saw Adam Clark with this money. If he has denied receiving this £200 I say that I paid him the £200, and there are many others who know that he had that amount of money.

950. Do you mean to say that these others were present when this money passed?—No; I paid Adam Clark the money. I drew it in the bank, and I paid him in the bank.

951. But you cannot speak of your own knowledge when you say that other people knew that he had this money?—I speak from what I hear. The Natives saw it with him. I believe he also denies having received £50 from me at my house. Well, my wife, another lady, Hori te More, and Te Hemara were present when I paid him that.

952. Out of the £800 the sum of £100 you deducted for Jones?—Yes, that amount was

deducted. I would not say that I deducted it, because I held a subordinate position at the time. *Mr. C. E. Nelson.*  
 £800 was accounted for out of the £1,600. The deductions were all from the first £800. There was  
 £100 deducted from Hori te More. That was on account of an equal amount which he had received *Aug. 16, 1880.*  
 from Jones.

953. And the £100 deducted for Jones, what became of it?—I do not know. That makes up  
 £200 deducted for Jones at that time. I had nothing to do with the disposal of that money. I was  
 simply there as interpreter and witness. The £200 was kept by Brissenden.

954. Brissenden was present?—Certainly Mr. Brissenden was present. He was the principal.  
 I believe the £200 was given to Mr. Sheehan.

955. Am I to understand you to say that Adam Clark told you that £150 out of the £200 was for  
 survey?—He said that the £150 was for survey: for money advanced by him to the surveyor.

956. But did he say nothing about the other £50 of the £200?—He said nothing whatever about  
 it—that is to say, he did not say anything to me that I remember. Of course, he might have said  
 something to others.

TUESDAY, 17TH AUGUST, 1880.

CHARLES EDWIN NELSON re-examined.

957. *The Chairman.*] You say that on the 12th May the amount of £100 was paid to give to Mr.  
 Jones?—I do not say it was paid to Jones. It was deducted for Jones.

958. You say it was deducted for Jones. I want to know to whom you paid that?—It was  
 deducted by request of Mr. Sheehan at the time. Mr. Brissenden deducted £100 from the £800—that  
 is, the £800 out of £1,600. The £100 was first deducted to pay Mr. Jones.

959. Was that given to anybody in your presence?—It was deducted by Mr. Brissenden. I do  
 not remember whether it was paid to Mr. Jones or not; but it was deducted for Jones—that I  
 remember distinctly.

960. So far as your memory serves you, you say it was deducted and not passed over to anybody?  
 —I do not remember—it is some six years ago; but I know Mr. Sheehan was Mr. Jones's agent. It  
 was likely paid to Mr. Sheehan. However, I cannot say of my own knowledge. £100 was taken out  
 of Hori te More's money.

961. We do not want to go to the second £800?—No, it was from the first £800. £800 was to  
 be placed in the bank. £800 was lying on the table. Brissenden said, "Out of this £800 we will  
 deduct £100 for Jones." That left £700. The £700 was then divided—£350 to Adam Clark, and  
 £350 to Hori te More. Out of the £350 given to Adam Clark, £50 was deducted which I had paid  
 on the Saturday previously at my house, leaving Adam Clark £300. Out of the £350 to Hori te  
 More, £100 was deducted to repay the £100 which he had received from Jones; leaving him £250:  
 and out of this £250, £70 was deducted which I had paid him—£20 at Helensville, and £50 at my  
 house—leaving Hori te More £180.

962. There is something a little incomprehensible to me still. You deducted £100 for Jones in the  
 first place out of the £800?—Yes—out of the whole sum of £800 which was paid.

963. Exactly. I understand you in regard to that. Well, then, that was £100 to Jones apparently  
 from both parties?—Exactly so. That amount was taken out, leaving, as it were, the price of the land,  
 £1,500. That £100 was taken out of the whole sum.

964. You took £100 first of all out of the £800 to pass over to Jones in some form or other.  
 That was like a joint payment to Jones from the two parties?—Quite so.

965. How was it that you deducted another £100 specifically from Hori te More?—Because he  
 had received £100 from Mr. Jones. But I believe Adam Clark had not received. That is what I think;  
 it is simply an impression of mine. I first heard in Auckland that Mr. Jones had taken a timber-lease.  
 I was merely there as interpreter.

966. I suppose this was explained to the Natives at the time by you?—Yes, by me.

967. And you would remember a portion of it. Was anything given as a reason at the time for  
 the £100 being taken out of the joint account, and then another specific £100 from Hori?—I do not  
 remember. They were quite willing to allow it, because Jones had paid £300 and spent a lot of  
 money on interpreters, and he wanted more money than he had actually paid.

968. Why should Adam Clark be expected to pay this money?—Because he had been a party to  
 the lease. There were three Natives who gave the lease. Jones wanted to throw it up, and the  
 Government wished to buy. Jones said, "If you will give me £400 I will throw up the lease," and  
 then Brissenden wished to get as much money out of it as he could to pay Jones.

969. Apparently, without reference to the justice of the case, as Adam Clark had got nothing he  
 had no right to pay anything?—I believe Adam Clark had received £100, which was lying intact in  
 Sheehan's office.

970. But there was no conversation about it at the time?—They simply said, "You have to repay  
 Jones—Jones wants £350—and we will take it out of the sum total."

971. Now I go back to another point that I want to ask you about. You seemed yesterday quite  
 clear about what took place when the £200 cheque passed?—When I drew the £200, quite clear.

972. I want to ask you a question about that. Was there anything said at the time of passing  
 this amount about any portion of the money being applied to the keep or education of Wi Apo's  
 child?—Education—no, I do not remember.

973. Or keep?—I think he said something about his wanting money for the boy; but regarding  
 his own money that he had paid to the surveyor, that I remember distinctly, because I said, "Adam  
 Clark, this is a great deal of money to pay you out of the trust money;" and he said, "It is my own  
 money out of the survey. That is £150."

974. But you said that you gave the whole of the £200 to Adam Clark?—Mr. Brissenden gave  
 me a cheque to draw that money for the Native—£200.

975. And did you see afterwards what Adam Clark did with the proceeds?—No; I simply paid  
 the cheque.

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976. Did you see him give Mr. Sheehan any portion of it?—No.

977. What character does Adam Clark bear for intelligence?—He is a very shrewd man, and very secretive. He is very close, and is not at all a truthful man. I know Adam Clark very well. I have known him for the last twenty years. What I say, of course, I can substantiate.

978. What character does he bear upon the point of honesty and truthfulness?—So far as honesty I would not say. But Adam Clark assumes to be a strict Good Templar; nevertheless, some fourteen years ago, when I had a hotel, Adam Clark bought more case-brandy than any other Native in the Kaipara from that hotel. At that time he was giving Good Templar lectures.

979. Did he at that time say he was a Good Templar?—Yes; he told the Natives. He used to make speeches, telling them to give up drink.

980. Was Good-Templarism, as such, then known in New Zealand?—Well, it was then called teetotalism.

981. But at that time he pretended to be a teetotaler?—He did. Again, at the last Court at Helensville, about one month ago, or five weeks, when the subdivision of the Pakiri Block came on he denied having made application for this subdivision, and said he knew nothing about it. I was there on behalf of the Government, and when I heard this I called Mr. Clendon, the Resident Magistrate, as a witness, and, of course, Adam Clark then admitted having signed this application in Mr. Clendon's office, witnessed by Mr. Clendon.

982. *Mr. Sheehan.*] Is Mr. Clendon a Maori speaker?—He is one of the best Maori speakers I have met in the North. Then Mr. Rogan said, "Well, Adam Clark, what do you say now?" He said, "Well, I agree to the subdivision."

983. *Mr. Tomoana.*] When Adam Clark and the others appeared at your house did you give them any money?—I gave them £100 on the Saturday night, £50 to Adam Clark, and £50 to Hori te More; and I may tell you that out of that £50 given to them each one gave Te Hemara £10, making him a present of that. About fifteen minutes after they got the money they went away. They came out in a cab.

984. Where did they go to?—They went back to Auckland; but Hori te More stayed with my wife on account of his grandchild, who was ill.

985. How many days after that was it that you gave the money for the land?—It was on the Tuesday, I think. On Monday it rained. [Referring to memorandum-book] Yes, it was on the Tuesday.

986. Were all those present who were interested to receive the money?—Yes; there was Adam Clark, Hori te More, Mr. Brissenden, Mr. Sheehan, and I.

987. Who was it that gave the money into Adam Clark's hands, that he and Hori te More had to receive?—Mr. Brissenden. I was simply the interpreter.

988. When Hori te More received his share, and Adam Clark his, did they go away together?—Hori and Arama did.

989. And Te Hemara? Did they all go out together?—I believe we did, but I am not certain, because it is six years ago.

990. And Mr. Sheehan?—Yes, I believe so; I am not quite certain.

991. In going out, who was Adam Clark's companion in taking the money to the bank?—I was, I think; but that was on the following day. The money was left with Mr. Sheehan, I suppose. I do not know where the £300 was left that day.

992. When Arama Karaka went into the bank, who was the person that placed the money in the hands of the bank teller?—I think it was Adam Clark. I think he had received this money from Mr. Sheehan. I cannot say. I certainly had not the money when it was paid in.

993. It was Adam Clark who handed the money over to the bank?—I think so.

994. When Adam Clark paid that money over to the man in the bank, did you explain to him what forms he had to go through—whether he had to receive any paper or ask for it?—Even up to yesterday I was not quite sure that I paid in that until I saw the bank slip written in my handwriting. Of course I would get a receipt for the money. To the best of my recollection Adam Clark had the money—received from Mr. Sheehan or Mr. Brissenden, I do not know which. If I had the money in my hands I certainly would have taken a note of it.

995. Seeing that your handwriting appears on the bank slip, can you not remember whether it was you that handed the money over the counter or Adam Clark?—No. When there is evidence that the money was handed in, it is useless to ask me that. It does not matter who handed it in. I do not remember whether I or Adam Clark handed in the money, but I certainly never received the money from Mr. Sheehan or Mr. Brissenden.

996. If Mr. Sheehan had given the money to the bank would it not be that Mr. Sheehan's name would appear to the paper?—Most likely it would. But my name does not appear in the bank slip. Adam Clark could not read English, and I simply put in that it was lodged by him and Mr. Sheehan in trust for Wi Apo and Panapa. All I wrote was simply the purpose for which the money was lodged.

997. Was this bank slip the only paper that was received from the bank?—That was the slip in handing the money in, I assume. I do not remember whether a receipt was got or not. Sometimes a receipt is taken and sometimes not.

998. *Major Te Wheoro.*] Who went and got Adam Clark from his place when he came to Auckland?—A letter from Mr. De Thierry brought him to Makarau, in Kaipara, about twenty miles below Awaroa. He came there to receive some money for a piece of land which Te Uriohau and other Natives were selling. The block of land is called Mangatawhiri.

999. Where did Arama Karaka come across you?—Adam Clark left Makarau and went to Te Kurunga, a place over the hills.

1000. Where did you first see Arama Karaka?—At Helensville. I wrote a letter to Adam Clark from Makarau to come up and meet me at Helensville (Awaroa).

1001. And he went to Awaroa?—He and Te Hemara came up there. Hori te More remained

behind. The day they came up, or that night, I went myself after Hori te More. He would not come with Te Hemara, as his grandchild was sick. He said, "My grandchild is going to die. If he dies, I will let him die at the kianga." The following morning Hori te More came with me to the Awaroa, and then the three of us met—or four of us with Te Hemara.

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1002. Did Arama Karaka hear there the reason you had sent for him?—He had received my letter. I gave him the reason in my letter about the purchase of Pakiri.

1003. Now, when Brissenden gave his own cheque for £200 to Arama Karaka, was it after the money had been lodged in the bank?—The day after.

1004. Was that Mr. Brissenden's own money, out of his own account, or was it out of Arama Karaka's?—That was Mr. Brissenden's money—his own cheque.

1005. How many days after Mr. Brissenden gave his cheque did Arama Karaka sign one?—Arama Karaka signed it on that day.

1006. Then on the very day that Mr. Brissenden gave his cheque Arama Karaka signed one?—I am not quite sure about those two cheques. This is my impression why the two cheques were given: Arama Karaka wanted to get away, and wanted some money; and Mr. Sheehan said he could not give the money unless I, or some one who could speak Maori, was present. This was in the afternoon, and I think the reason was, that if I should not find Clark prior to the bank being closed in the afternoon, I could draw the money and pay it to Adam Clark, and then Mr. Sheehan could get the other cheque signed. The bank closes at 3 o'clock.

1007. *Mr. Hone Mohi Tawhai.*] When Arama Karaka stayed at Awaroa who was his companion?—Te Hemara.

1008. Who asked Te Hemara to accompany him to Awaroa?—I did. I had gone to see Te Hemara a month previously to this, about the Pakiri purchase. He is nearly related to Adam Clark, and I knew that Te Hemara had some claim to the Pakiri Block. Of course the Natives are aware that I know pretty well all the Natives in the North and their claims, and I promised Te Hemara £50 to assist me.

1009. What was the full price of the land upon which Arama Karaka and Te Hemara were sent for?—£1,600. That was not mentioned in my letter. That was an agreement afterwards. That was the arrangement at Mount Albert. Even at Helensville I did not touch upon price.

1010. When Arama Karaka and Te Hemara arrived at Te Awaroa, did Te Hemara go back to his home?—No; he went with me. Arama Karaka, Hori te More, and I went to Auckland. On the Friday we went to Riverhead (Pitoitoi), and on the Saturday morning we went down to Auckland.

1011. You know that the money which was given to Arama Karaka and his friends on account of the Pakiri sale was £800?—£800 they received, and £800 was banked.

1012. And the two sums added together make £1,600?—Make £1,600. That was the price for the land.

1013. *Mr. Sheehan.*] For the two shares; not for the whole of the land?—Yes; for the two shares only. There is another share belonging to Rahui, which she never sold.

1014. *The Chairman.*] They have received the £1,600?—No, they have not.

1015. Is there a balance?—There is a balance left.

1016. *Mr. Sheehan.*] Did Adam Clark understand distinctly the business that brought him to town with you and Te Hemara?—Most decidedly.

1017. What was that business?—To sell their two shares in the Pakiri Block.

1018. If Adam Clark has sworn before this Committee that he never heard of the business until he came to meet me at Official Bay at the hotel, is that statement untrue?—It is untrue.

1019. You were present, I think, in Kaipara in 1869, when this land was put through the Court?—I was. I was engaged along with you in some lands investigated at that Court.

1020. Do you remember Judge Rogan coming to me at your house and asking me if I would become a trustee in this estate along with Arama Karaka?—Distinctly.

1021. Do you recollect anything in relation to the block with respect to the claim of John McLeod, on account of the Maori prisoners breaking into his store at Te More's place?—I cannot say that I do. I remember distinctly that there was some talk about it.

1022. Do you know whether, before 1874, any overtures were made to purchase the lands?—I know that you and Colonel McDonnell came to Kaipara and endeavoured to see Hori te More to purchase this piece of land. I think you paid £10, and I remember distinctly telling you that you had made a mistake.

1023. At Helensville?—Yes.

1024. Do you remember what year that was?—I cannot say.

1025. It would be before you came to Auckland?—Yes; a couple of years I should say.

1026. The total amount payable for the two shares was £800 each?—Yes.

1027. Of that sum one-half was kept back until the title should be complete, I presume?—That was it exactly.

1028. Leaving £800 to be dealt with?—Exactly so.

1029. Of that sum one-half, £400, was to be the share of Wi Apo?—Yes.

1030. You stopped £50 for Jones?—Yes; but that is not the way we put it. I remember distinctly the £100. I did not put it that way to the Natives. I remember the Natives did not understand it very well. Mr. Brissenden said, "Take £100 out of the whole £1,600 or out of the £800. That was, of course, £50 each.

1031. It is £50 out of £400, leaving £350. You had paid him £50 at your own house?—Yes.

1032. That would leave £300?—Yes.

1033. That £300 was banked?—Yes.

1033A. Having seen the bank slip with your handwriting upon it, you now understand that you did go with him to the bank and pay in the money?—I believe so; I do not recollect. I believe I did, having seen the slip.

1034. You have paid money into the bank frequently?—Yes.

- Mr. C. E. Nelson.* 1035. You are aware that this document before the Committee is the original bank voucher?—  
No doubt about it, that is my writing.
- Aug. 17, 1880. 1036. And the certainty almost is that you were there when the money was paid in?—I think so. I have seen the bank slip; it is my writing.
1037. Look at the signature?—Oh, yes! that is Adam Clark's.
1038. Then at that time £300 was lodged to the credit of the account in the bank when you and he paid the money in?—Yes.
1039. The next operation was the payment of £200 to Adam Clark?—Yes.
1040. Look at that signature on the cheque. Whose handwriting is that?—That is Arama Karaka's, there is no doubt about it. Yes, I remember paying that money.
1041. You tell us you got Mr. Brissenden's cheque for £200?—Yes, I remember that.
1042. Which amount you took to the bank?—I drew £200.
1043. You took the cheque to the bank and drew £200?—Yes, I got the money from the bank. One thing I remember: Just as I was about counting out the money, on a little table in the bank, Adam Clark was standing talking to a gentleman, and I said "Who is that?" It was a son of Mr. Hargreaves, who used to live in Kaipara. He is in the bank yet, and he must have seen me pay the money.
1044. His father lived at Adam Clark's place?—Yes. He is dead now.
1045. Adam Clark would be likely to know the family?—Yes.
1046. Having given Adam Clark £200, you obtained from him and myself this cheque for £200?—When I got that cheque I do not know. I believe Brissenden gave it to me.
1047. But Brissenden had given £200 to Adam Clark, and this cheque was given to you for the purpose of making that account good?—Yes. I am mistaking the cheque. It was Brissenden's cheque to make his money good.
1048. Was I present?—No. Mr. Brissenden gave me the cheque, and I went to pay the money into the bank.
1049. Did I ever have a copper of that money?—No, certainly not. I cannot remember where Adam Clark went to after I paid him the money.
1050. In 1869, when the Pakiri Block was put through, do you remember whether Mr. Gittos was present at the Court?—Certainly I do. Mr. Gittos was present. He preached there on the Sunday. You were there a fortnight, as we had a good many cases to put through.
1051. Now, if Mr. Gittos swears that he never heard of the survey or investigation, or the result of the investigation, of the Pakiri Block until 1874, and Adam Clark swears he told him about the survey, about going down to the Court, and about the result of the Court when he went back, do you think Mr. Gittos's statement is true?—I do not think Mr. Gittos would swear that.
1052. If he has sworn that?—I cannot believe he has sworn that.
1053. If Mr. Gittos has said so, and Adam Clark contradicts him?—I have already told you that Mr. Gittos was present.
1054. *Mr. Bowen.*] But just answer the question. Oh! it is untrue.
1055. *Mr. Sheehan.*] Mr. Gittos is a resident missionary in the Kaipara District?—Yes.
1056. Is not Adam Clark his right-hand man, living just across the river?—Yes, he lives close to him.
1057. He does Adam Clark's business?—Yes. Mr. Gittos was a Licensed Interpreter. I do not know whether he is now.
1058. Is he not their confidential friend?—Yes, in all business matters.
1059. Do you think it possible he could have remained in ignorance for five years?—Well, I have told you just now that he was present at the Court.
1060. Do you think it possible that he could not have known?—No, I do not think it possible.
1061. Was any person present when you paid the money to Adam Clark?—When I paid him the £200?
1062. Yes?—I paid it to him in the bank.
1063. Did Mr. Hargreaves see?—He must have seen me. The table was only six or eight feet from the counter.
1064. Where did you find him for the purpose of paying the money?—I found him in Mr. Oliver's shop. I had been all over the town looking for him. I had been to Oliver's shop previously, and did not find him. It was close on 2 o'clock in the afternoon.
1065. Did you tell him what you wanted him for in Oliver's shop?—I told him openly.
1066. Was Oliver present?—Yes. He was getting some things from Oliver. I remember Oliver saying, "I wish I was a Maori."
1067. Was Te Hemara present?—No, I think not. I think Te Keene Tangaroa was there, and three or four other Natives. I cannot say who. I remember seeing Te Keene. I cannot say whether Te Hemara was there or not. I do not think he was.
1068. Then, if Adam Clark has sworn that he never heard of the Pakiri sale until he came to Auckland and saw Mr. Brissenden, yourself, and myself in the hotel, that is not true?—It is simply false.
1069. If he has sworn that he did not receive £200 from you in the bank, is that true?—That is false.
1070. If he has sworn that he never signed these cheques and papers, is that statement true?—That is false.
1071. I should like to ask you whether, from the inception of the purchase of this block down to the finish of it, I ever, to your knowledge, received a single penny?—Not, to my knowledge, one shilling.
1072. You know the people that owned the block very well?—Very well.
1073. For two or three years after the land went through the Court you were working practically with me in regard to Native lands in Kaipara?—Yes.

1074. Did I ever, to your knowledge, charge a single penny for my work done in connection with *Mr. C. E. Nelson* the estate?—Never.

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1075. Have you seen the parties who owned the block at my house from time to time?—Yes.

1076. Who fed them?—Your parents did.

1077. Were the Natives charged for that?—That I do not know. I should say not.

1078. Do you remember my telling Judge Rogan, when he asked me to become a trustee in the estate, that I would do so, but it would prevent my charging my professional fees?—I do not.

1079. These transactions took place in 1874?—Yes.

1080. When did you first hear that the transaction was impugned by Adam Clark?—I heard indistinctly from Mr. Brissenden: he wrote a letter and wanted me to give him particulars.

1081. When was that?—I think it was 1875 or 1876, or somewhere about that time. I did not reply to the letter. I did not want anything to do with it.

1082. Was that after he left the Government service?—Yes—after Brissenden had left. Brissenden and I were not very good friends then, and I thought he had better fight his own battles.

1083. You paid Adam Clark the £200?—I did.

1084. In the bank?—Yes.

1085. Did you take or receive a single penny of the money?—I have already told you not a shilling.

1086. *Sir William Fox.*] There is one thing you have not made clear, and I want information upon. That is, What is the reason that Adam Clark got this cheque from Mr. Brissenden? It seems to me this cheque only required his own signature and that of Mr. Sheehan to enable him to go to the bank to operate on the account which he had there. Why was Mr. Brissenden's money paid at that stage?—You ask me to give reasons. I can only give my impressions. My impression is that Adam Clark wanted to get away, and that he had told Mr. Sheehan and Mr. Brissenden that he wanted to get away, and that Mr. Sheehan would not give him a cheque unless some one was present who understood Maori. Mr. Sheehan spoke Maori at that time, but not nearly as well as he does now. The bank would close at 3 o'clock, and this was 2 o'clock. The reason Brissenden gave the cheque, I presume, was to enable me to draw the money and pay it to Adam Clark.

1087. Would it not be as easy to get Mr. Sheehan's signature, and let Adam Clark sign and get the money himself?—I think so.

1088. You do not know any reason why that should not have been done?—No.

1089. That seemed to be a reasonable way in this case?—If the two had signed the cheque, that seems to me to be the only possible course.

1090. You cannot understand any more than I can why Mr. Brissenden should have been gone to for the money?—Adam Clark wanted to get away. Mr. Sheehan asked me if I had seen Adam Clark. He said Adam Clark was bothering him for money, and he would not give him any unless an interpreter was present. I speak from memory. Brissenden said, "I will give a cheque for the money if you cannot find Adam Clark; then you can draw the money and pay him after bank hours, and then get Adam Clark to sign a cheque for the amount."

1091. Did Brissenden say that?—He said that in Mr. Sheehan's office, I think.

1092. You have told us of several things which you believed to be so-and-so, and then you have told us that you do not remember about it?—I know, when I state facts, that they can be supported by evidence.

1093. You have stated on more than one occasion, "I believe such-and-such a thing, but do not remember anything about it." What is the distinction you draw between believing a thing and not remembering it? How can you believe a thing if you do not remember it?—I do not think I said so. In reference to what matter did I say so?

*Mr. Sheehan:* The witness said, after seeing the bank slip, he believed he did go there and pay the money.

1094. *Sir William Fox.*] I repeat the question. I want to know what value is to be attached to your recollection in these matters?—If I have said I do not know, but I believe, it would imply that it is simply my impression. It is six or seven years ago since these matters occurred.

1095. Was Adam Clark present when Judge Rogan asked Mr. Sheehan if he would be trustee in the case?—No; it was in my own house. Mr. Sheehan and Mr. Rogan were present, also my wife and I.

1096. Now, as to this cheque, which is signed by Adam Clark and Mr. Sheehan, for the £200, would you be so good as to look at the handwriting, and all the different pieces of penmanship, and tell us whose handwriting they are? There seems to be more than one handwriting?—John Sheehan and Arama Karaka. They are respectively written by themselves.

1097. How about the "two hundred pounds"—whose writing is that?—That seems to be Brissenden's. I think so. It seems to be. I am not sure.

1098. The rest is Mr. Sheehan and Arama Karaka's?—I think that is Mr. Brissenden's.

1099. You spoke positively about Arama Karaka's handwriting: have you ever seen him sign?—Very often. I have a good deal to do with Natives and paying away money.

1100. Have you seen him sign?—Yes.

1101. You think in all these cheques that is his handwriting?—I think so.

1102. But do you not see a marked difference in this handwriting? Look at that one? Is that the same as on the previous cheque?—That is Adam Clark's.

1103. Do you see any difference?—It may have been written with a different pen. It has been a larger pen.

1104. But you take that to be his signature?—Yes. There has been a coarser pen used. I am not an expert; but there is a difference.

1105. *Mr. Bowen.*] You say that you have known Adam Clark for a long time?—I have known him for about twenty-two years.

1106. And you say he is a man of untruthful character?—Well, I have found him untruthful in a great many cases, and I gave instances

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1107. Is that the reputation he holds in the North?—I cannot say what his general reputation is.  
1108. What reputation has he among the Natives in the North?—He has the reputation of being a very hard, selfish man.

1109. Has he a reputation for being untruthful?—No, I think not.

1110. Amongst the Natives?—I do not know that Natives as a rule pass any opinion among themselves.

1111. Among Europeans what character has he?—Well, he does not get a good opinion in Auckland, because he borrows a good deal of money, gives promissory notes, and never meets them when they are due.

1112. You say it is twenty-two years since you knew him: where you living there then?—Yes.

1113. Where?—In this country—in Kaipara.

1114. Was that the time you had a publichouse there?—I had a publichouse about fourteen years ago for about five months, and during that time he bought a good deal of brandy in cases.

1115. Had you ever any other dealings with him?—I had dealings with him in other blocks of land.

1116. Did you find him dishonest then?—He could not be dishonest, because I had to pay him the money.

1117. Are you living in Kaipara now?—No; in Auckland.

1118. Have you anything to do with that district now: are you in constant communication with it?—I am occasionally.

1119. Have you any dealings with the Natives there?—Yes, constantly.

1120. Have you had any dealings with Arama Karaka since?—Yes; in the subdivision of Pakiri Block, five weeks ago.

1121. Has he spoken to you about this money?—Never.

1122. Has Mr. Gittos spoken to you about it?—Never.

1123. About any business?—About no business.

1124. *The Chairman.*] If I have understood you aright, you say that Adam Clark wanted to get away early in the morning, and that time pressed?—Did I say early in the morning? I did not come in till about 12 o'clock.

1125. That time pressed, and he wanted to get away early in the morning?—Yes, the following morning.

1126. But that the bank closed at 3 o'clock?—That was my impression, and that Mr. Brissenden gave me a cheque to get the money.

1127. In looking at your evidence yesterday this is what you stated [paragraphs 939 and 940 of evidence quoted]. Now, this is what I want you to clear up if you can: This, you say, was in the morning; but I am not anxious to bind you to that?—At the Superintendent's office Mr. Sheehan asked me to find Adam Clark. It was not in the morning. I remember distinctly I came in late.

1128. I do not want to press you upon that; but according to what you stated to-day you went to Oliver's shop, and there you found Adam Clark, and Adam Clark and you went to the bank—with Mr. Brissenden's cheque, I presume?—Yes.

1129. Now, would it not have been as easy to find Adam Clark with Mr. Sheehan's cheque? Would it not have been as easy to have taken this cheque to get Adam Clark's signature, and then have gone to the bank, as first to find Adam Clark and cash Mr. Brissenden's cheque? What was the object of taking Mr. Brissenden's cheque when Adam Clark's own signature might have been got any moment between 2 o'clock and the closing of the bank?—Now you are asking me for the reasons of the conduct of other men, and I am only going to give you my impressions. Of course, I am not a clairvoyant. To draw money from the trust fund the signatures of Adam Clark and John Sheehan would be necessary. Assuming that I did not find Adam Clark, I could then go and draw the £200, the proceeds of Mr. Brissenden's cheque, pay Adam Clark, get his signature to another cheque, and that would square the account. That is simply my impression. Assuming I did not find Adam Clark until after 3 o'clock, I could not possibly draw the money on Sheehan's cheque; but if I had Brissenden's cheque I could draw it at any time before 3 o'clock, pay that money to Adam Clark, get his signature to the other cheque, and let him get away in the morning.

1130. *Mr. Sheehan.*] Do you not remember that the Provincial Council was in session?—Yes, I remember.

1131. That I was Provincial Secretary?—Yes, I think so. We used to go up there for you. Of course, this again is an impression of mine. When I say I do not know, but I believe, they are simply impressions. When I give evidence as to facts of course I state the truth, omitting "I believe" or "I think." I hold truth to be accuracy of knowledge and logical inference therefrom.

1132. When you were asked by Sir William Fox whether you were present when the Judge asked me to become a trustee in the estate you replied that you were not present?—I did nothing of the kind. It was in my house that Mr. Rogan asked you.

1133. Were you in the Court when the matter was settled that Adam Clark and I should be trustees?—Yes.

1134. Did he object then?—No.

1135. Has he ever objected since?—No, not to my knowledge.

1136. Do you know of your own knowledge whether or not Adam Clark bought any things in Auckland during his stay at that time?—He had some things. I saw him sending some carpet-bags and some furniture down to the steamer. I remember distinctly the furniture.

1137. Do you know of your own personal knowledge that he bought these things, and where he bought them?—I do not know where he bought them, but he would likely buy them at Mr. Oliver's. Mr. Oliver was dealing with the Natives at that time. Nearly all the Natives went to his shop and to Mr. Keesing's.

1138. Was the Pakiri Block awarded to three people?—Yes—to Rahui, Panapa, and Wi Apo.



1139. Wi Apo was a minor?—Yes.
1140. Adam Clark and myself were appointed trustees on his behalf?—Yes.
1141. Do you remember that Panapa was drowned going either to or from Auckland and his settlement?—Yes.
1142. When Hori te More came down to sell he had not been appointed trustee?—No, he had not.
1143. Rahui's share is still untouched?—Still untouched.
1144. So that if they had all come into the transaction the total price would have been £2,400?—Yes, quite so.
1145. At that time Mr. Brissenden was a Government officer, was he not?—He was, and I was employed by Mr. Brissenden.
1146. Under what Minister?—Under Sir Donald McLean.
1147. Had he instructions from Sir Donald McLean to buy this block of land?—That I cannot say. I did all the negotiations. Brissenden asked me to try to purchase.
1148. Do you know the land?—I know the land very well.
1149. Now, sinking your connection with the Government in this transaction, do you think the price you then paid was a fair price for the land?—I know some parts of it which are very good. There is one place of about four hundred acres, called Mangawhara, which is splendid land.
1150. What is the balance like?—It is poor, but there is a good deal of kauri on it. Mr. Jones and the people with him could not find an outlet for this timber, so they thought it was a bad speculation of theirs.
1151. You think that the price paid was on the whole a fair price?—I think the land was bought cheaply. I have heard many people say it is valueless; but I differ.
1152. You have heard people say it was valueless?—I have heard Europeans say so; but they never could have seen Mangawhara or the large kauri forests on the block.
1153. What do you think would have been the effect on the property if it had become liable to taxation by the Highway Boards? If they had levied a rate of so much in the pound per acre, would the Natives have been compelled to pay?—No.
1154. Would they have been able to pay on the 31,000 acres?—Certainly not.
1155. Do you not think that three or four years of rates on that property would have pretty well swallowed up the whole value of it?—The rates would have amounted to a large sum; but I do not know whether it would have swallowed up the value of it. That would depend on the amount of the rate.
- 1155A. But suppose there had been an ordinary rate of 1s. in the pound on 31,000 acres for three or four years in succession, would not that have covered the amount of the purchase-money?—I think it would.
1156. Have you known, or do you know, of any person who settled on the block since 1869 excepting Mr. Jones?—I do not know any person who settled upon it, as it is Government land. It has been looked upon as being held by the Government.
1157. I am speaking of 1869 and 1874. At the time the agreement was made were you negotiating on behalf of any European purchaser?—No, I think not.
1158. Have you ever heard of any inquiry for the land?—No, I have not.
1159. And, so far as you know, the land has been lying as it went through the Court in 1869?—Quite so; but I do not think that depreciates the value of the land. There are many other blocks lying in the same position.

THURSDAY, 19TH AUGUST, 1880.

Mr. WILLIAM OLIVER sworn and examined.

1160. *The Chairman.*] Where do you live?—In Waikato.
1161. Where did you live in 1874?—In Queen Street, Auckland.
1162. In 1874 did you hear anything of the transaction known as the sale of the Pakiri Block?—I remember the Pakiri Block being sold in 1874.
1163. Do you know Arama Karaka?—Yes.
1164. Do you know of the transactions that you had with him in 1874?—Yes.
1165. Will you tell the Committee what transactions you had with him in a general way, and also in particular in reference to this Pakiri Block?—I remember selling him some goods in 1874.
1166. Do you remember the date?—I cannot say exactly the date. It was the time the Pakiri Block was sold. I had no particular transactions with him at that time, only selling him goods.
1167. Do you remember what the goods were?—They would be blankets, shawls, shirts, and clothing.
1168. Do you know to what amount?—The amount of goods that he bought would be between £20 and £30.
1169. How did he pay you?—He paid me in notes.
1170. Was there anybody else present?—I think not.
1171. Any Natives present?—There may have been. I do not recollect, it is so far back.
1172. Were any Europeans present?—No, I think not.
1173. Not during the sale, or during the time of the payment?—No, I do not remember any.
1174. Did he tell you where he got the money?—I do not know that he told me where he got the money; but I knew he had received the money from the Pakiri Block.
1175. Do you remember whether he was at your shop more than once?—He was continually at my place, and in my shop.
1176. Do you mean he was there several times during that visit?—He was continually at my place, morning and evening.
1177. Did he live at your place?—No, he did not live at my place; but he used to make it a house of call, and sit down there for hours.

6—I. 2A.

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1178. What is the character of Adam Clark?—Well, I have found him a very hard man to deal with in money matters.
1179. What do you mean by that?—By that I mean he would hardly let you know that he had any money if he had a large sum.
1180. Did you find him honest in his dealings?—Well, on the whole I found him honest.
1181. But what was the general character that he bore with you? Did you know him very well?—I knew him very well.
1182. Well, you formed in the course of your acquaintance some idea of his character: what was that idea?—My opinion of Adam Clark is that he is not strictly honest.
1183. Have you any instances of dishonesty?—Yes.
1184. Would you tell the Committee what you mean?—When I left Auckland some four years ago to reside in the Waikato, he owed me somewhere about £10, and I met him in Auckland some six months ago and asked him to pay his account. He said, "Yes, I know that I owe you the money, but I have not the means to pay you just now. I cannot pay you." I have heard for a fact since that he has got a lot of money in the bank, and receives money frequently.
1185. You found your idea of his dishonesty upon that?—Yes.
1186. Anything else?—I heard some years ago that he would receive money, and after a time deny having received it.
1187. I am speaking now not of what you heard from others. I want to get at your own knowledge of him?—That is the only instance where I have proved him to be dishonest—in his denying that he had money to pay me, when I have heard for a fact that he had plenty of funds.
1188. Mr. Sheehan.] You speak Maori?—Yes.
1189. When you were in business in Auckland you were mostly engaged in the Native trade?—My trade in Auckland was principally Native trade.
1190. I think I should not be wrong in describing your store as a sort of exchange or club-room for the Natives?—Yes, it was so.
1191. You have told the Committee that you remember the occasion of the purchase of the Pakiri Block?—Yes.
1192. And the payment of money to Adam Clark?—Yes.
1193. You have also told the Committee that Adam Clark purchased goods from you?—Yes.
1194. At that time?—Yes.
1195. In addition to purchasing goods, did he pay you any account?—That sum that he paid me would be an account that he owed, and would include the goods that he purchased at the time. That covered the account and the purchases then made.
1196. You say that he paid you in notes?—He paid me in notes.
1197. Did you observe that he had money upon him at the time?—He had a lot of money.
1198. What was it composed of—notes, or notes and gold?—It was notes and gold.
1199. How was he carrying it?—He had a pocket-book with a lot of either ten- or twenty-pound notes, and he had a purse with small notes, and gold also.
1200. You did not hear from him what amount he had received?—I did not hear from himself.
1201. If Adam Clark states that he did not buy things at your shop at the time, or pay you an account, is that statement correct?—No, it is not.
1202. Sir William Fox.] The only question I want to ask you is as to the precise date. Can you fix the precise date?—No, I cannot.
1203. Can you fix the date of the Pakiri purchase?—No, I cannot; but I know it was the time they received the money for the Pakiri Block.
1204. Adam Clark was often in Auckland, was he not?—Yes: sometimes once in three months, at others once in six; generally once in six months.
1205. When he came in he had transactions with you, I presume?—Generally.
1206. You are sure there was gold among his money?—I am certain there was gold.
1207. The Chairman.] May I ask you again if you can fix a little more closely the amount of money he paid?—I cannot say exactly to a few pounds; I know it was over £20 and under £30.
1208. Could you tell the Committee about how much of this was for old account, and how much for new?—There was very little of it old account; it was mostly new account that he paid when he was in Auckland at that time.

Te Hemara Tau-  
hia.  
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TE HEMARA TAUHIA sworn and examined.

1209. Mr. Sheehan.] Do you know Adam Clark?—Yes.
1210. Do you know the block of land called the Pakiri Block?—Yes.
1211. Do you remember having been concerned in relation to the sale of that block to the Government?—Yes.
1212. Did you see Adam Clark about that matter?—Yes.
1213. Where did you first see him?—Can I tell the Committee when I first met Arama Karaka at the Court?
1214. There can be no objection, I presume?—I was present at the investigation by the Court, and saw Arama Karaka. After this the land was arranged to be sold. I received a communication from Mr. Nelson asking me to appear as a witness in the transaction. When I arrived at Makarau Arama Karaka was there, and those interested in the land. Next day I went by boat with Arama Karaka to the Awaroa (Helensville); only Arama Karaka and myself arrived there at that time. Hori te More remained behind to attend to his child, who was ill. Nelson asked me where Hori was. I told him that he had remained behind to look after his child. He then said that he would go and fetch Hori. He got into a boat and went to Makarau. He brought Hori to Awaroa. We assembled together in a hotel at Helensville, and talked about the disposal of the land. Those who were present were Hori te More, Arama Karaka, Mr. Nelson, and myself. I asked both Arama Karaka and Hori te More, "Do you wish to sell this land, Pakiri?" and they said "Yes." I then said to them, "Well,

the thing rested with you. As you have agreed, I will go to Auckland; if you had not agreed, I would not go." The next day we went to Auckland by horse. We arrived in Auckland in the evening, and went to Nelson's house. We had tea there, and afterwards we entered more fully into the question of the price of the land. Hori te More and Arama Karaka said to Nelson, "The price that we agree to for the land is £1,600." Nelson said, "Well and good." I asked how many acres were in the block, and I was told 20,000. After the whole thing had been settled, and Mr. Nelson got the land according to arrangement, I asked him to advance some money to Arama Karaka and Hori te More that evening. I said to him, "Have you no money?" He said, "Yes, I have money." "Well," I said, "you had better give these persons some money for them to knock about with in town." Mr. Nelson then turned round to his wife and asked her to give Hori te More and Arama some money. She said, "How much shall I get?" He said, "£100." The money belonged to his wife. She brought the money, which was in gold, and she laid it before Mr. Nelson, and he divided it, giving £50 to Arama Karaka and £50 to Hori te More. After they received the money I made a memorandum in my book, so that there would be no difficulty afterwards in regard to it. We returned to the town, and when we got there those people, out of consideration for me, gave me £10 each out of the moneys they had received. Arama Karaka and I that night returned to town, and Mr. Nelson went to see Mr. Brissenden, to tell him that he had arranged for the sale of the land. The next day was Saturday, and Mr. Nelson did not appear. The next day we went to seek Mr. Sheehan, who was at the Council Chambers, and we found him. Then we went to a hotel and talked the matter over. Mr. Sheehan was told that the sale had been arranged, and he said, "Very well." That day Mr. Brissenden went and got a sum of £1,600, and towards evening he brought it to the hotel, and laid it on the table. There were present myself, Hori te More, Arama Karaka, Mr. Sheehan, Mr. Nelson, and Mr. Brissenden. The money was poured out on the table and divided into two lots, £800 in each. Mr. Nelson said to me, "Do you be careful, and note everything that is going on, in order that you may be clear about it." I told him I would. Then Mr. Brissenden said, "This is my word: we will divide the money into two parts; take one part to the bank and lodge it there until the Government has completed the purchase of the block, when it will be paid; the remaining £800 will be given to Hori te More and Arama Karaka." We gave our consent to that division being made of the money, £800 being lodged in the bank, and £800 being paid to Hori and Arama. Then Mr. Brissenden addressed himself to Arama and Hori te More, and told them that they must refund the money paid by the European for the timber, £100. Then, after the money for the European had been taken out of the £800, the balance was divided between the two persons. Arama Karaka and Hori te More each got £350. Then Mr. Nelson said to Hori, "You had better pay the £50 that my lady gave you the other evening;" and Hori te More did so, putting the £50 on the table. Then he said to Arama Karaka, "Do you also pay the £50 that you received as your share the other night at my house." Arama complied, putting £50 on the table. This made up the £100 they had received. It left the balance with one at £300, and with the other £300. After this Mr. Nelson said to Hori te More, "Also pay the money you received at Helensville, £20." Hori te More agreed to pay that £20. That left him £280. This is all that I saw. Arama Karaka collected his money together and put it in his trousers, and Hori te More did the same. Then I was asked by Brissenden and Nelson to sign my name to a paper connected with this money. I did so, and Mr. Nelson and Mr. Sheehan signed their names. Arama Karaka and Hori te More had signed their names before this. After this Arama Karaka said, "I should like to take £150 out of this money to pay back the money I have paid for the survey." Mr. Sheehan said, "That is quite right. You can take your money." And I said, "You have the money in your possession." Arama also said that out of that he would devote £50 for the purchase of some clothes for Wi Apo's child, and to keep him at school. Then Mr. Sheehan and Mr. Nelson both sang out together, "Yes, that is quite right; it is a very proper thing to do." I have nothing more to say to the Committee. After this they went out, and I went away to the place where I was staying.

1215. *The Chairman.*] With regard to this £50 that Arama said he would pay for clothing for Wi Apo, did I understand you to say that was to come out of the £150 that Arama was going to keep, or out of the other £150?—He took first of all the £150 for the survey; and then after that he said, "I want £50 to buy clothing for the child," and then he took another £50.

1216. That left £100 for the trust?—Of course I do not know. I saw only £100 left. He had taken out of that £150 the £50, and separated it from the other sum. He wrapped it up, and I saw nothing more of it. He took it away. Whether he put it in the bank I do not know. Wi Apo did not get that £50.

1217. How do you know that? Of course you cannot speak of your own knowledge. I want you to tell what the document was that you signed?—I was only a witness. I did not know what the document was. I was asked to sign, and I signed it.

1218. You were a witness?—Yes.

1219. And you did not know the contents of the document?—I did not know what the contents were. I simply signed as a witness to what I saw at the time. Mr. Nelson told me that the document had reference to the £800 which had been advanced, and the £800 which had been held back for the completion of the purchase. Then Brissenden said, "You had better sign it;" and I did so.

1220. *Mr. Sheehan.*] When you met Adam Clark at Makarau, did you and he talk about what he was wanted for. Did he know what he was wanted for?—He was there on account of a meeting. It was through a letter he had received from Mr. Nelson.

1221. Did Adam Clark know before he went to Makarau that he was going down to see Nelson about the sale of the Pakiri Block?—That was explained in a letter. It said, "Come hither; we will talk over the sale of Pakiri."

1222. Then, when you and Adam Clark left Makarau for the Awaroa, you both knew you were going down to talk about the sale of the Pakiri Block?—Yes.

1223. You have also told us that when you got to the Awaroa you had a good deal of talk about the matter?—Yes. That was where the talk took place.

*Te Hemara Tau-*  
*hia.*

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1224. And Mr. Nelson had to leave the Awaroa to go back and bring Hori te More?—Yes.
1225. Did not you and Adam Clark both know he had gone to bring Hori te More about the Pakiri Block?—Yes.
1226. How long was Nelson away fetching Hori te More?—He went away in the night, and he was back next morning.
1227. Then you say you left for Auckland?—Yes; towards evening we went to Riverhead on our way to Auckland by horse.
1228. Did you, Adam Clark, Hori te More, and Nelson understand that you were going to Auckland for the purpose of settling about the Pakiri Block?—Yes.
1229. Then, if Adam Clark has said that he never heard anything about the sale of Pakiri until that meeting in the hotel at Waiariki, is that statement true?—That would be a false statement of Adam Clark's. He said nothing at the time about that. All he talked about was the money.
1230. But, supposing he has said to the Committee before you came down that he never heard anything about the sale of Pakiri Block until they met in the hotel, would that be true?—I would not understand any statement of that nature by Adam Clark. It would not be correct.
1231. You have told us that you signed the agreement as a witness?—Yes.
1232. I think you speak Maori?—Yes; I understand it.
1233. And Adam Clark also?—Yes.
1234. And Hori te More?—He cannot read Maori.
1235. But he can talk it?—Yes.
1236. And Mr. Nelson and myself?—Yes; you know it.
1237. Did not the whole of our talk take place in the Maori language?—Yes; everything was said in Maori. It was not in the European language.
1238. If the agreement is produced with Arama's signature attached to it, and shows that it is an agreement, on the part of Adam Clark and myself for Wi Apo, and Hori te More for Panapa, to sell two shares in the Pakiri Block for £1,600, of which £800 was to be paid into the bank, would that be in accordance with what you heard in the discussion?—Yes, it would be in accordance.
1239. It would be quite in accordance with the previous verbal settlement?—Yes.
1240. Did you see Adam Clark next day, or before you left Auckland?—Yes, I saw him.
1241. Did you see him in possession of any money?—Yes; he had money, and I saw him go out of Oliver's.
1242. You saw him with a sum of money at Oliver's house?—I did not go into Oliver's house. I saw him outside the house, and he had some money in his hand. He had not the money in his hand, but in his pocket; and he intimated to me, moving his hand this way, that he was going to take some money for the children.
1243. Did Adam Clark tell you that he had received money for the survey that he had previously paid?—All I know is, that he declared he would take £150 for the survey, and that all agreed at the time.
1244. Do you remember whether you saw Adam buy any goods in Auckland at that time?—No. I had gone to the steamer, and left him there.
1245. You are quite clear that the total amount which was payable to Adam Clark at that settlement was £300?—Yes, £300. I saw the money with my own eyes.
1246. And if, out of that amount, £150 was paid for survey and £50 for other purposes, making £200, there would be a balance of £100?—Yes, that would leave £100.
1247. If there were £100 left in the bank, would that be correct?—Yes; if there is £100 in the bank I should say that that would be a correct balance. That is assuming he had paid £150 and the other £50, and placed £100 in the bank.
1248. Do you remember the first Court in 1869, when this block was put through?—Yes; I know that I was there.
1249. Do you remember Mr. Gittos being present?—Yes, Mr. Gittos was there. He was the minister preaching there.
1250. Do you know Mr. Gittos very well?—Yes, I know him. He is the minister of Kaipara.
1251. Do you know where he lives?—He lives at Otamatea.
1252. Does he live far from Adam Clark?—The distance would be from here to the other end of the town. His place would be at the other end; the other place here.
1253. With a river between?—Yes.
1254. Who is Adam Clark's pakeha—his *kaiwhakahaere*?—Mr. Gittos.
1255. How long has he been so?—From before the Government of Sir Donald McLean.
1256. Does not Mr. Gittos manage Adam Clark's business and his land-matters?—Yes; Mr. Gittos manages.
1257. Does he not sell and lease land for Adam Clark?—When land is sold by Adam Clark and the people, Mr. Gittos goes there. He is present; and he takes the money and keeps it.
1258. There are two statements before the Committee, made by Mr. Gittos and by Adam Clark—two different statements: Mr. Gittos says that he never heard of the survey of the Pakiri Block, of the investigation of the Court, or anything at all about it until 1874; Adam Clark says he told Mr. Gittos about the survey, told him when he was going down to attend the Court in 1869, and told him when he went back from the Court what had been done about the land with myself, and he also told him about the sale of the land when he went back from Auckland in 1873. Now, which of these statements do you think is the correct one?—Adam Clark's would be the truthful statement.
1259. Do you think it possible for Mr. Gittos to have been present at the place without knowing this piece of land was going through the Court?—That would be according to his own statement; but, according to what I know and what I think, and what the people think, he was present, and he knew what was going on in the Court. He is never absent from any of the Courts; he is always there to preach to the people.
1260. *The Chairman.*] When you saw Adam Clark coming out of Oliver's shop, was Nelson there?—I did not see Mr. Nelson; I saw Adam when he came out of the store,

1261. Do you know what o'clock that was?—It was about noon. I cannot tell what time it was. *Te Hemara Tau-hia.* I could see the sun, and, judging by that, it was about noon. That was when Oliver was in Auckland; he is now living in Waikato.

1262. When you went to Nelson's house with others at the time they received the £50 each, did you receive any money from Nelson or any one else?—The two gave me money. I have already said that Arama and Hori gave me money.

1263. Did Nelson give you any?—Afterwards he did, when the subsequent transaction was completed. He gave me £40; but that was not money for the land. It was separate money given to me for my services in the matter.

1264. Did you receive it on that night at the same time that the others were receiving theirs?—They gave me £10 each on that night. That was the money I received on the night that they received theirs. Arama and Hori each gave me £10.

1265. My question is this: Did Nelson give you any money at that time?—No.

1266. You say you afterwards received £40 from Nelson: when was that?—When all the money was produced—when Arama Karaka and Hori got their shares. Mr. Nelson had told me previously to this, when he met me before that, that he would pay me if I assisted him. £10 he had paid me in addition to the £40 I then received.

1267. He promised you £50 for your assistance in negotiating this block?—Yes.

1268. *Major Te Wheoro.*] How many days did the survey occupy?—I did not see the survey of the block. I do not know how long it took.

1269. Did you hear at the time it was to be surveyed anything about it?—Yes. I heard that Pakiri was being surveyed; but I did not know how long it took to survey.

1270. Did Arama Karaka and others hear of the survey when it was being carried on?—Yes, they were there, and he heard of it. Hori te More also heard of the survey.

1271. How far off was Arama Karaka's place from the scene of the survey?—I cannot say how far it was off. It was three hours' ride from his place to where the survey was going on. I was present at the investigation of the block.

1272. What was the arrangement there, if any, between Arama Karaka and Heta Paikia?—They had nothing to do with Arama Karaka, Kiri, and Hori te More about the survey of this block when it was being surveyed.

1273. What action did Matitikuha take in Court in reference to this block?—I did not hear him say anything in the Court. He did not speak to the Court.

1274. Who was there that spoke in the Court about the Mangawhara included in Pakiri?—Te Keene was one, and myself.

1275. *The Chairman.*] I would like you to tick off from this list any of those who were in the Court?—Matitikuha Taiki was there, as well as Eramiha Paikia, Heta Paikia, Tatana Waitaheke, and Eruera Rupuha.

1276. Were all these persons present at the time of the hearing?—Yes; but they did not get up to speak at the investigation.

1277. *Major Te Wheoro.*] Have you heard that these persons have sent in a petition relative to a piece of land called Mangawhara?—No, I have not heard. Mangawhara is in the Pakiri boundary.

1278. Are these the owners whose names appear in the petition?—No, they are not.

1279. Can you tell who the owners are of that piece of Mangawhara—whether they are Pakiri owners or other persons?—Hori te More is the owner of Mangawhara—of that piece. He did not know it had been included in the survey of Pakiri until the Government had purchased it. The survey was conducted by Te Kiri.

1280. Is Arama Karaka a relation of yours?—Yes, he is a relative of mine. He is what we call a *tuakana*. Arama and I see a good deal of each other in our part of the country. He, with myself and Paora, are the men who conduct the affairs of the people up there.

TUESDAY, 24TH AUGUST, 1880.

F. H. FENTON, Chief Judge, Native Land Court, examined.

1281. *Mr. Sheehan.*] You are Chief Judge of the Native Land Court?—Yes; unless the new Bills are assented to.

*Judge Fenton.*

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1282. You have been so since the foundation of the Court?—Yes.

1283. Do you know Mr. Nelson, a Native Interpreter?—Yes, I know Mr. Nelson; but I do not think he is a Native Interpreter, though he may be.

1284. Have you had much experience of Mr. Nelson in connection with the business before your Court in regard to Native lands?—I have seen him a great deal since the Native land purchase operations commenced. That is, not since Sir Donald McLean's time, but, I think, the Government that succeeded him—Dr. Pollen's, I believe. It was recently—perhaps three or four years ago.

1285. From your acquaintance with Mr. Nelson would you kindly state what your opinion of him is as to his competency and honesty as a Government officer and negotiator and agent in dealing with Native lands?—As a purchaser of Native lands, if I may say it without making any reflections upon others, I think he has been the most efficient the Government has had. At any rate, he has certainly given me least trouble, I think, of all. As to his honesty, all I know is that I have never had any complaints about his money matters.

1286. And the reputation he bears in the office is a perfectly clear one?—In my office?

1287. Yes?—He is very good indeed. There is no trouble with him.

1288. Do you happen to know anything of the opinion which is entertained of him by the other Judges of your Court before whom he has been practising?—No; I do not think I do. I heard Mr. Monro speak of affairs at Hokianga as progressing very satisfactorily, if that is evidence. We were talking about it at the last Court but one, when he came back, and we were both of us expressing

*Judge Fenton.* our regret that the success of the Government up there had been so great. We thought they had denuded the Natives of their lands to a much greater extent than they ought to have done. I think so still; but I suppose that does not concern this inquiry.

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1289. From your own knowledge of Mr. Nelson do you believe him to be an honest and truthful man?—I have no reason to say the contrary. I have the same reason to say that he is truthful as he has to say that I am. That is about the position of things. I know no more than I have seen myself.

1290. But so far as you have seen?—Yes.

1291. And you have heard nothing in the Courts in your official capacity to the contrary?—No; I do not remember anything.

1292. *Mr. Bowen.*] Mr. Nelson told us Arama Karaka was an untruthful man: can you give any evidence as to the character of Arama Karaka for truthfulness?—No; I think I can tell you nothing. I know very little of him. I knew him better in 1854 than I do now. We were both younger then, of course, and we used to go shooting together at Otamatea and Oruawharo, and perhaps we have both changed since then.

1293. *Sir William Fox.*] You have frequently interpreters in your Courts, I suppose, besides Mr. Nelson?—I do not remember that Mr. Nelson ever appeared as an interpreter.

1294. Then persons who appear as witnesses, or in whatever capacity he appeared in your Court. You know him from your experience of him in Court?—No; I think he never appeared before me in Court; but he has constantly come to the office. I am not only Chief Judge, but Official Administrator of the Statute, and he has been frequently in the office to look after titles, to get declarations of freeholds, and matters under the Act of 1873, and I have had frequently to see him on those matters. I may have seen him in Court, but I do not remember.

1295. I presume you are brought into contact with other persons as well as Mr. Nelson to perform the same duties?—Yes.

1296. Do you generally find they commit perjury much?—They cannot; they are not on oath.

1297. Are they generally men of untruthful character?—The Government Land Purchase Agents?

1298. The persons who appear before you in the same capacity as Mr. Nelson: are they generally great liars?—I should not like to speak of them as a class at all. One was up in the Supreme Court the other day.

1300. In fact, your knowledge of Mr. Nelson's character is rather of a negative description?—You mean that I have not seen him do anything wrong?

1301. Precisely?—Yes; I have not.

1302. *The Chairman.*] Do you know the Rev. William Gittos?—He is a clergyman at Oruawharo.

1303. Do you know him personally?—I think if I met him I should bow to him; not much more than that.

1304. Do you know anything of his personal character?—No.

CAPTAIN COLBECK, M.H.R., sworn and examined.

*Captain Colbeck,*  
*M.H.R.*

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1305. *Mr. Sheehan.*] You are a settler residing in the Central Kaipara District, I presume?—Yes.

1306. You know Mr. Nelson, Native Agent and Land Purchase Officer?—Yes.

1307. Have you had any experience of, or business dealings with, Mr. Nelson?—Yes, on two occasions.

1308. What is your opinion as to Mr. Nelson's character as to honesty and the carrying-out of his work?—In the two particular cases to which I refer, the Committee will pardon me for saying I had a strong prejudice against him: but I had a difficulty with the Natives, and he kindly came forward and offered his assistance, and through his aid I got over the difficulty with the Natives; and I may further say he refused to take any payment for it.

1309. Then your experience of Mr. Nelson warrants you in considering him to be a truthful and honest man in his business?—So far as I know.

1310. *The Chairman.*] Do you know Arama Karaka?—Yes.

1311. What is his character?—Of course I have heard in the Committee since I came here that there have been insinuations made against his honesty; but I have had dealings with him, and I think, so far as I know, the mistakes into which he has fallen were in consequence of his ignorance of what was going on. I know, if I may venture to make the statement, of the case in which he was charged with having obtained £100 improperly; but my impression was that the £100 was not improperly obtained by Adam Clark. Of course, my knowledge is obtained from local sources, and from the Natives themselves. Whilst he bore the blame of that £100 the Otamatea Natives got it; and my impression was that Arama Karaka did not get it.

1312. Of course you cannot speak from your own knowledge. What character does he bear for truthfulness or honesty in the neighbourhood?—I know no charge against him with the exception of the one referred to.

1313. You know the Rev. W. Gittos. I see you presented the petition. What character does he bear in the neighbourhood? What do you think of him?—I think he is a very worthy man. If he tells an untruth it is not knowingly. I think, whilst he is very determined, and that whatever course he pursues he does it rather determinedly, I believe he is perfectly honest, and is seeking the best interests of the Natives in our district. I have a very high opinion of Mr. Gittos.

1314. *Mr. Sheehan.*] You reside near the parties, do you not?—Yes.

1315. Does Mr. Gittos take an active interest in the affairs of the Natives there?—He manages them altogether.

1316. Especially in relation to Adam Clark?—Yes.

1317. *Sir William Fox.*] You have made allusion, Captain Colbeck, to a charge that was laid against Arama Karaka of having received £100 improperly: has it not been brought under your notice that an inquiry took place into that, and that he was thoroughly acquitted by all the Natives, and that the matter has been explained in an Auckland newspaper to his entire credit and acquittance?—I know nothing about the newspaper reports. I know the Natives acquitted him long before the trial took place.

*Captain Colbeck,  
M.H.R.*  
Aug. 24, 1880.

HONE MOHI TAWHAI, M.H.R., sworn and examined.

*Hone Mohi Ta-  
whai, M.H.R.*  
Aug. 24, 1880.

1318. *Mr. Sheehan.*] Do you know Mr. Nelson, Native Interpreter?—Yes.

1319. How long have you known him?—I saw him first in 1874, and I have known him since that time.

1320. Have you had much to do with him in matters of business?—I have had a good deal to do with him as a Land Purchase Commissioner in my district, where he has purchased several blocks of my land.

1321. What character does Mr. Nelson bear with yourself and your people with regard to these transactions. Have you found him honest and fair-dealing?—The Hokianga people prefer Mr. Nelson to any other Land Purchase Commissioner that has been appointed in that district. There have been several Land Purchase Commissioners up there, and the Natives objected to them all except Mr. Nelson. He does not attempt to deceive them in any way in his dealings with them, or to take any advantage of them through their ignorance. That is why they like Mr. Nelson in that district. Mr. Nelson has never yet made away with any money belonging to them.

Mr. R. J. GILL, Under-Secretary, Land Purchase Department, sworn and examined.

*Mr. R. J. Gill.*  
Aug. 24, 1880.

1322. *Mr. Sheehan.*] Have you got the original agreement made between Adam Clark, Hori te More, myself, and Mr. Brissenden?—I have.

1323. This is the one, dated 12th day of May, 1874. You had better look at it. That purports to be signed by Hori te More, Arama Karaka Haututu, and Joh Sheehan?—It does.

1324. And to be witnessed by E. W. Brissenden, Te Hemara Tauhia, and Charles E. Nelson?—Yes.

1325. That is an agreement between the Crown and Stannus Jones?—Yes, it is an agreement with Mr. Stannus Jones handing over to the Crown what interest he might have had in the Pakiri Block for the sum of £450, signed by Mr. Jones, and witnessed by Mr. Armstrong.

1326. I believe Mr. Nelson has been engaged in the purchase of Native lands for the Government for some seven or eight years, first as subordinate to Mr. Brissenden, and afterwards as a Land Purchase officer himself?—Yes.

1327. Could you state generally to the Committee in what manner he has performed the duties required of him by the Government?—Since he has been himself responsible for the purchase of Native lands the Government have had no cause to find fault with him. Of course, during the time he was associated with Mr. Brissenden he had no responsibility.

1328. But so long as he has been a responsible officer his transactions have been satisfactory to the office?—They have.

1329. The office has had no fault to find with him—I mean on the ground of the fairness of his dealings?—No.

1330. Or of his handling public money?—No. One ground of complaint the Government had against him; but on investigation it was found to be frivolous. It was a case of his having purchased a piece of land for his wife during the time he was a Government officer; but on inquiry it came to nothing.

1331. Mr. Nelson, I believe, is likely soon to leave the Government Land Purchase; is he not?—He leaves at the end of next month.

1332. Is he leaving for any cause personal to himself, or because of reduction in the department?—Because of the reduction in the department—only that.

1333. *The Chairman.*] It states in this deed that Queen Victoria pays to Stannus Jones the sum of £450, and the receipt is hereby acknowledged: can you tell the Committee if Mr. Stannus Jones received this money direct from any agent of the Government, or how it was paid?—The £450 was not paid by the Government to Mr. Stannus Jones, but a portion of it was paid only, and the rest, I understood, was paid by the Natives themselves.

1334. Do you know how much was paid by the Government?—I do not know. I think £200.

1335. *Mr. Sheehan.*] Could you ascertain?—Yes. Certainly £450 was not paid.

1336. Was it your understanding that the Natives paid so much out of the purchase-money of the land to Mr. Jones, and the Government supplemented it, making up the £450?—I understood it was so. [Copy of receipt from Mr. Stannus Jones produced by Mr. Gill for the amount of £150, paid on account of timber-lease of Pakiri Block.] The following is a copy of the memorandum on the back of the receipt: "Major Green.—Will you please ascertain when and by whom the previous payment of £300 was made.—H. HALSE (for the Under-Secretary).—31st March, 1875." "The previous payment of £300 was paid by the Native owners to Mr. Jones, in presence of Mr. Brissenden. The £150 is all the Government had to pay.—EDWARD L. GREEN (for G. G., Agent).—Auckland, 20th April, 1875."

CHARLES EDWIN NELSON re-examined.

*Mr. C. E. Nelson.*  
Aug. 24, 1880.

*The Chairman:* You have already made an affirmation, Mr. Nelson, and it is upon that you will be examined.

1338. *Mr. Sheehan.*] You were examined when you were last before this Committee in reference to an agreement signed by Adam Clark, Hori te More, and myself: you remember that?—Yes.

1339. Mr. Gill has kindly produced the agreement, and I would like you to look at it. [Agreement handed to witness.] Is that the agreement referred to?—That is my agreement with Adam Clark for the sale of two portions of the Pakiri Block.

Mr. C. E. Nelson.

1340. Is that his signature?—Yes. That was made in my presence and in Mr. Brissenden's.

1341. Do you know the signature of Mr. Stannus Jones?—No, I cannot tell it.

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1342. In giving your evidence in chief the other day, you referred incidentally to an application for subdivision made in the case of this block?—That was on the 17th July.

1343. What was the nature of the application made?—The application was to have the block subdivided.

1344. The Pakiri Block?—Yes, the Pakiri Block.

1345. Where was the Court held?—At Helensville, Kaipara.

1346. Who was the Clerk of the Court there?—There was no Clerk of the Court. The Resident Magistrate, Mr. James Clendon, was present.

1347. What parties made the application for the subdivision?—Adam Clark and Hori te More.

1348. Did they sign an application for the subdivision?—Yes, they signed it in the presence of the Resident Magistrate, Mr. Clendon, in his office.

1349. What action did Adam Clark afterwards take in regard to it?—He said in the Court that he had never made any application, and knew nothing whatever about it. I then called Mr. Clendon, and he stated that Adam Clark had made this application and signed it in his presence, and that he had also witnessed the signature.

1350. Did Adam Clark then admit that it was so?—Mr. Rogan said, "Well, Adam, what do you say now?" and he replied, "Let the land be subdivided."

1351. Mr. Clendon, I believe, is a Maori scholar?—He is a very good Maori speaker.

1352. He at present holds the position of Resident Magistrate?—He does.

## APPENDIX.

EVIDENCE TAKEN IN 1877 BY THE PUBLIC ACCOUNTS COMMITTEE ON THE PETITION OF  
E. T. BRISSENDEN.

24TH OCTOBER, 1877.

Mr. E. T. Brissenden.

Mr. E. T. BRISSENDEN examined.

Oct. 24, 1877.

1. *The Chairman.*] We have under consideration a petition you presented to the House asking for inquiries into certain claims you have made against the Government. Will you be good enough to explain generally what is the nature of the dispute between yourself and the Government?—I was engaged by the late Sir D. McLean to act as a sort of political agent among the Maoris, to go up the country and work amongst the Mroris, and endeavour to induce them to see the present Native Lands Act in a proper light, and to get information as to the movements and feelings of the Maoris. I occupied that position for a good while, and spent a good deal of money, for of course it was an expensive operation. At times I was even in the King country. I had a sum of money remitted to me at Tauranga for expenses—£250 I think. That was before Sir D. McLean went over to Sydney in reference to mail contracts. I think this particular sum of £250 was sent me to settle a claim a Mr. Fitzgerald had against the Maketu Natives. I received two sums of money from the Native Minister for extra expenses. My books are not in Wellington; it is therefore impossible for me to state correctly the amounts.

2. What year was that?—1874. Subsequently I was instructed to go North and purchase land. There was some difficulty existing at the time in reference to the purchase of land, and I was selected as a land-purchase agent. My services as a political agent were not dispensed with; on the contrary, I was instructed to continue to furnish as much information as possible on Native matters generally; and frequently, when I had spare time, I used to go South to obtain this information. It was always an expensive operation. Sir D. McLean was always satisfied with what I had done, and was convinced that I was engaged in useful work. It was through my instrumentality that his way was made clear to visit the Native King. The expenses I incurred in that sort of work I have never been allowed.

3. Did you receive instructions in writing as to what your duties were to be?—Originally I did, and those instructions were never withdrawn.

4. That was in 1874?—Yes, but subsequent instructions were verbal, because Sir D. McLean was on the spot, I having met him when he brought the "Luna" up the Thames River in 1875. When I was released from political work, I was engaged with the land-purchase transactions.

5. Were your services engaged on specific terms as to the payment of expenses?—I had three guineas a day, and sometimes something for extra expenses. Thus, when I was at Tauranga, I had remitted to me £250 for extra expenses. I considered that I should be reimbursed my outlay, and was.

6. I presume you have made a claim against the Government for the amount you considered to be due. Has the Government declined to pay you the whole or part of it?—I cannot say that there has been any positive refusal, but I have not been paid, though I sent in my claim.

7. Have not the Government objected to the whole or any particular portion of the claim you have sent in?—After my dismissal from the Government service of course I endeavoured to get a settlement, and what is written in that report Sir Donald McLean assented to.

8. What report do you speak of?—It is a sort of statement of my account; it is on the table before you.

9. Can you tell the Committee specifically what is the difference between yourself and the Government with respect to these claims?—They have refused to make me any allowance for these works. In the accounts they have rendered me they have made no allowance.



10. Has the Government affirmed that there is anything due to you?—Yes, I think so; but I could not state what. *Mr. E. T. Brisbane.*

11. Can you state what is your claim?—Over and above the £800 for which I have been sued, my credits would amount to £2,000 odd.

12. Have you received any offer from the Government to pay you what they considered to be due?—A few days after my dismissal, Mr. Gill, of the Native Office, made a certain offer so far as my commissions were concerned, and I was prepared to accept that; but, as nothing was done in the matter, I withdrew that offer. In connection with my land purchasing, I may say that at the time of my dismissal I had negotiated for 547,000 acres of land. In respect to 95,000 acres, it had not been surveyed when I was called away to Wellington; and 200,000 acres were not quite completed. All expenses had, however, been gone to in connection with the purchase of these lands, and I consider I have a very good right to be paid those expenses. The bargain made was that I was to get 2d. per acre on all lands purchased.

13. Your arrangement was that you were to get 2d. per acre on all land purchased and expenses incurred?—No; 2d. covered everything. I had my own interpreter and agents, and provided all for the 2d. per acre.

14. That being the case, do the Government object to pay you 2d. per acre?—Yes; they object to do that. They have reduced it in some cases to 1d., and for the purchases not quite finished and for the unsurveyed land nothing is allowed.

15. This account shows a balance of £2,228 4s. 2d., and that is the amount you claim?—Yes.

16. Is that besides the £800?—That is embodied in the account.

17. *Mr. Rees.*] When was that account rendered?—Eighteen months ago, in Auckland, to Sir Donald McLean.

18. *Mr. Montgomery.*] Did you get any letters of instruction?—Yes; they are on the table; and you will see that all I did was done with the consent and wishes of the Native Minister.

19. Was there any fresh engagement when you assumed the duties of a land-purchase agent?—It was understood I was to have a commission, but it was not then fixed. I was to continue to act as political agent.

20. How was it understood? Was there any express understanding?—Yes, there was an express understanding. You will see that by the letters on the table.

21. Did Sir Donald McLean say you were to have a commission?—Yes, that was quite understood; but the amount was not definitely fixed for some months, and until I had purchased a great deal of land.

22. You had received payment for your previous services?—Yes, for my services previous to my land-purchase operations.

23. The account showing the value of these services would be found in the Treasury I presume?—Yes; I have not gone back so far. I have only gone into my land-purchase transactions, because I was paid up to the time I commenced land purchasing.

24. When was the last occasion on which you received money?—In 1875.

25. When did the three guineas a day stop?—When I commenced land purchasing.

26. Are there any documents in existence respecting that?—The different letters from the Native Minister state that I was to receive 2d. per acre commission on all lands purchased by me instead of a salary.

27. The salary stopped at a certain time, and you then went on commission?—Yes.

28. Do the letters show that?—I think so.

29. You said you had expended all that was necessary to purchase some 500,000 acres. What was the nature of that expenditure?—Preliminary expenses of getting the Natives together, and paying agents whom I had in different parts of the country. At last I was told to complete my work very speedily. I did so, and of course it was attended with greater relative expense, because of the increased number of interpreters and agents required.

30. What were the duties of these persons?—To open up negotiations, and make rough terms to be further arranged when I arrived. I was working over a very large district, extending from Auckland to the North Cape on both coasts.

31. And you paid that money out of your own pocket?—Yes.

32. *Mr. Reid.*] I understood the original arrangement was that you were to act as a political agent?—Yes.

33. What was the date of that?—1873. It went on for about five months.

34. Then you were put on commission to purchase land?—I went on drawing salary, but it was understood that I was to have commission, and that my salary would be stopped from the commencement of the land purchasing.

35. And you complain you have not been paid for the land you purchased?—Yes.

36. Was the nature of the agreement as to land purchasing such that you would not be paid except for land purchased?—Yes.

37. Have you been paid for purchases actually completed?—I have not.

38. You have handed over the title to this land to the Government, and have not been paid?—Yes; a large quantity.

39. There is some dispute about land not handed over by you?—Yes.

40. According to your arrangement it was understood, was it not, that unless land were actually handed over you would not be paid for it?—Yes; but it was not stipulated that I should be summarily dismissed and my work stopped. I had paid all preliminary expenses in connection with 200,000 acres, and the work was nearly complete when I was dismissed.

41. You were summarily dismissed?—Yes.

42. Before you had time to complete the purchases?—Yes.

43. Was any reason given for your dismissal?—No reason in respect to land-purchase transactions, but it was in consequence of my action in connection with the Ohinemuri miners' rights. Sir

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Donald McLean stated in the House that all my land transactions had been satisfactory, and that I had finished my work in a complete manner.

44. Was your dismissal recommended by the Committee which inquired into the Ohinemuri affair?—I think not.

45. What were your duties as political agent? You said something about your having to put the Native Lands Act before the Natives in a proper light. Was it necessary to put an Act of Parliament in a proper light?—Yes. There were a number of persons called Pakeha-Maoris whose business it was to go about the country circulating reports which were not strictly true; and it seemed to be to their interest to endeavour to make the Natives believe that the Native Land Act was a very violent one, and would act prejudicially to their interests. There was a combination of chiefs from Hawke's Bay started to preach a crusade against the Bill. The Natives did at first think the Bill was very unfair to their interests.

46. And you removed these objections?—Yes, to a great extent. Not only did I do my best, but I gave satisfaction.

47. Mr. Rees.] I suppose this letter of 16th October, 1873, is one of the letters you refer to as containing your instructions?—Yes; that was on the same subject.

48. That was the original undertaking between you and the Government?—Yes.

49. Do you know the time at which payment by salary ceased, and payment by commission began?—I think it was on the 12th March, 1874.

50. You then commenced purchasing land on commission?—Yes; I understood I was to have a commission, but for a few months it was not fixed what the amount should be.

51. The cause of your dismissal had nothing to do with Native land?—Not so far as I know, or so far as the papers show.

52. Were you prepared to finish unconcluded purchases?—Perfectly.

53. And if you had not been stopped, you would have been able to finish them so as to entitle yourself to claim the full amount of commission?—Yes.

54. Have you ever received any refusal—a formal refusal from a Minister—to acknowledge your claims?—I cannot say that I have. I have been handed over to Mr. Gill to adjust my account, but have not been successful. He wanted to cut off everything I had not quite finished, though I had expended all moneys necessary in connection therewith.

55. You have had no letter from the Native Minister or Minister of Lands stating that the account would not be paid?—No.

56. Hon. Mr. Stafford.] You say you have been handed over to Mr. Gill. Who handed you over?—Sir D. McLean, at the time I was here during the session of 1875.

57. Did you ever send in any formal claim or account to the Government?—I sent in the whole of the papers that you see on the table. I may add that Mr. Gill came to Auckland some eighteen months ago, with the object, I believe, of settling with me, but I was too ill to see him, and arrange matters with him.

58. This paper sets forth the particulars of a proposed compromise between yourself and the Government, as arranged by Mr. Macfarlane and Sir D. McLean?—I have heard, but not officially, of a proposition of that sort having been made, but I knew nothing further about it. I want to get this matter settled as soon as possible, because of the judgment obtained against me. The Pakiri Block is one that I had positive instructions to acquire. For two or three years the Government had been attempting to acquire this land, and had been paying money on it to the wrong parties. At the time I was ordered to acquire it, it was leased to two persons named respectively Jones and Gibbons. The Great North Road passes through the block. I understood these persons wanted to charge a certain sum for timber for roads and bridges. However, I accepted these persons as owners, and agreed to pay £1,650. Of that sum, I put £800 in the bank to a special account. While purchasing lands, I was often very short of money, and sometimes could not get it up from the Government in time to meet the demands of the Natives; therefore I asked if I might use the money, because it would not be wanted for the Pakiri Block for some time, as Judge Rogan was then on the East Coast, and the matter could not be settled. Dr. Pollen said I could do that, and on several occasions I used it. I paid away on account of the Pakiri Block £330, leaving a balance of £470. This should have been in the bank, but I had used it to meet demands of other Natives. The Treasury sent up for this money, and, as it was not available, got a judgment against me, although it had been used in the Government service; therefore I am anxious to have this matter settled. They said, "We are aware that you have claims against the Government, but this account must be settled up."

59. Hon. Mr. Reynolds.] Have you that in writing?—No.

60. Hon. Mr. Stafford.] From whom, then, did you get that statement?—I was conversing with them.

61. "Them" is very indefinite.—Mr. FitzGerald. He said, "We do not deny that you have claims against the Government, but this is an affair we want settled up, and therefore we have taken action. You might have taken out a *mandamus*, and had the matter brought before the Court." But I did not know that until it was too late, and until judgment had been obtained.

62. You did not claim for arrears of salary?—No; I have only put in a claim for actual expenses.

63. What was your salary as political agent?—Three guineas a day. Two guineas a day salary and one guinea a day travelling expenses.

64. Fixed in the letter by which you were appointed?—Yes.

65. That was fully paid?—Yes.

66. The Controller, you say, admitted that you had claims against the Government, but at the same time he must press you for the £800 belonging to a special fund, and for which judgment was got against you?—Yes. He may have said, "I am aware you have put in claims." I do not wish to misrepresent him.

67. On what ground did the Government refuse to recognize these claims in full?—On the ground that I had not finished all my purchases; that the purchases in some instances had not been completed,

I contend that I have a right to claim the 2d. per acre on all the incomplete purchases, because I was ready to go on with them, had incurred all preliminary expenses, and would have been able to finish the work had I not been so summarily dismissed. I had never failed in one solitary block, and I had no reason to suppose that I should have failed in these cases.

68. Have the purchases of those lands been completed?—Yes; Mr. Preece completed them.

69. Are you aware whether Mr. Preece got commission on the purchases?—No; he is a salaried officer.

70. You considered what you had done enabled Mr. Preece to complete the purchases?—Yes; and I gave him material assistance subsequently.

71. *Mr. Macfarlane.*] You were always prepared to settle the matter?—Yes, before the judgment was got against me.

72. You were prepared to settle on the basis of receiving in full of your claims £169?—Yes.

THURSDAY, 8TH NOVEMBER, 1877.

MR. SHEEHAN, M.H.R., examined.

73. *The Chairman.*] The Committee are inquiring into the circumstances connected with the purchase of a block of land which is known as the Pakiri Block. You were a party to the sale, as one of the trustees of a Native infant named Wi Apo. You were one of the parties to that purchase?—Yes. I know exactly what the Committee are inquiring into; and perhaps it would be better for me to make a statement, and then to answer any questions the members of the Committee may put.

74. That is exactly what the Committee would like you to do. You have been furnished with a copy of the report of the Auditors, dated 5th March, 1877?—I have seen all these papers. I have been through them, and I may say they made my hair stand on end. I understand, so far as I can gather from the minute of Mr. FitzGerald, that the matter which I really have to answer to the Committee is the charge of having been concerned, fraudulently, with Mr. Brissenden, in "putting upon" the Government a title which could not be made good. That, I think, is the principal offence put on me, judging from Mr. FitzGerald's memorandum. I assume from that memorandum that the public aspect of the question is the one I have mentioned—namely, how far I was a party to this alleged fraud, in inducing the Government to purchase land for which no title could be given. The Committee will excuse me for travelling beyond that, because in these papers aspersions have been cast as to what became of the money. I should like, therefore, to be allowed to say a few things that I think will satisfy the Committee that there has been nothing improper in the distribution of the money. The Pakiri Block of 31,500 acres was passed through the Native Lands Court on the date mentioned—May, 1869. I was in attendance at the Court as solicitor, practising on account of Mr. J. B. Russell, of Auckland. I was retained by a Native chief named Kiri to put this block of land through the Court for him. He had applied for a grant to issue to his daughter, a woman named Rahui. As usually happens in such cases, the thing was discussed amongst the Natives outside while the other cases were being heard. A good deal of objection was raised; and, finally, a compromise was come to, by which he admitted the claim of Hori te More and also the claim of Arama Karaka; and Hori te More put his son's name into the grant instead of his own, being a very old man, and wishing to leave the land to his son. Arama Karaka and Kiri were personally on very bad terms with each other, and he would not have him in the grant, and therefore compromised by inserting the name of the infant, Wi Apo. The Judge of the Court (Mr. Rogan) asked me if I had any objection to become a trustee. I said I had no objection, though, as a matter of fact, I precluded myself from charging any professional fees in connection with the estate. The grant was issued to Panapa, son of Hori te More, and to Rahui, daughter of Kiri; and Arama Karaka and myself were made trustees for the infant. Nothing further transpired about the matter until about a year afterwards, I think, when Panapa, one of the grantees, coming to Auckland by boat, his vessel was capsized and he was drowned. Thereupon Hori te More sent in an application to be appointed successor of Panapa. Panapa had left an infant child. About the same time Hori te More and his people came to Auckland, and his first proceeding was to get into my debt. He got me to advance him sixty pounds' worth of goods, which I obtained at the establishment of J. S. Macfarlane and Co. I think it was in connection with his son's funeral. That is the amount which you will find referred to as the claim of Mr. Sheehan for £55 or £60. Early in 1872 Sir Donald McLean was in Auckland. I was then in the Provincial Government, and I got a message from him to call and see him in his temporary office in the Supreme Court Buildings. I went to see him on the same day, and he informed me in relation to this Pakiri Block that a Mr. John McLeod, then a member of the House, had a claim against Hori te More for £300 odd, for damages sustained by him, arising out of the escaped Waikato prisoners in 1865 or 1866. They went through Hori's land, and settled down at his settlement on the banks of the Kiapara, and plundered McLeod's store. The matter was referred to a Runanga, and a verdict was brought in against Hori te More. He agreed to pay McLeod back. McLeod was pressing very hard for payment of this money, and Sir Donald McLean asked me whether or not it was advisable this block should be sold, and that Hori should pay McLeod out of the proceeds. I took time to consider. A day or two afterwards I saw Sir Donald McLean again. I then informed him that I had come to the conclusion that it would, perhaps, be the best thing possible to have the block sold. The land is of a very inferior quality, and, although there is timber on the block, still it is very scattered, and could not be worked profitably by any large mill. I had further to bear in mind that it was quite on the cards that, by an alteration in the law, Native lands held under grant might become liable to highway rates, which I saw in the course of a few years would swamp the property. Every effort had been made to utilize the land by leasing it, but without success. I told Sir Donald McLean I was prepared, as far as I was concerned, to allow the property to be sold. We went into the further question of title. I explained to Sir Donald McLean that the position of the title was this: that the land was not an inalienable block, but that there was a minor

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*M.H.R.*

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Nov. 8, 1877.

in the grant, for whom myself and Arama Karaka were trustees; and that to enable us to sell it would be necessary to have statutory power from the Assembly. And I also told him that by the death of Panapa, the other grantee, there was a vacancy in the Crown grant, and until Hori's claim was heard and decided we could not give a title for that land. Sir Donald McLean informed me that the Government had the matter under their consideration, and intended to ask the House to legislate on the subject, so as to give a general power, where dealing with the property of minors on behalf of the Government, to dispose of it under the Maori Real Estate Management Act of 1867. This purchasing from minors on behalf of the Government is a matter of every-day occurrence. Nothing further took place at that time until we met here in Wellington in 1872. It will be remembered there was a want-of-confidence motion during the session. Sir Donald McLean sent for me and told me McLeod was still pressing, and asked me if I could see my way to some settlement. The want-of-confidence motion came in between, and we could not well discuss a question of that kind while that motion was pending; but after the Stafford Government were rejected from office on Sir Julius Vogel's motion, the matter again came up, I think about a week afterwards, and Sir Donald McLean told me he had determined to make McLeod a temporary advance as against the purchase, and I fancy you will find in the papers a voucher for the amount paid to McLeod. That amount was paid to McLeod before any negotiation had taken place between myself and the Natives, and with full and complete knowledge of the title. Sir Donald McLean paid, I think, £100 on account. Afterwards, in the final settlement, Mr. Brissenden deducted it. Nothing further took place with regard to the block beyond payment of this sum to McLeod in 1872 until 1873. On the 21st February, 1873, I was present at Kaipara. The Land Court was being held there for various purposes, and amongst others there was an application in from Hori Te More to be appointed successor to his son, Panapa. I was waited upon by Colonel McDonnell, then Native Land-Purchase Commissioner, and he told me that Hori Te More's application was coming on at Kaipara, and he expected Hori and Karaka and all concerned would be present; that he had instructions from the Government to have the agreement signed, and he would be glad if I would go up and assist. I went up to Kaipara with Colonel McDonnell, and this agreement was drawn up and signed by Hori, Arama Karaka, and myself. The sum of £10 each was paid on account by Colonel McDonnell to Hori and Adam Clark. As trustee, and as one of the parties to the transaction, I appeared, and the money was passed to them in my presence. In confirmation of what I have said, the Committee will see that one of the stipulations I have put into the agreement is that the parties of the first part, Adam Clark and John Sheehan, shall be authorised by law to dispose of the freehold of the Pakiri Block. I, of course, knew exactly what my legal position was as trustee. I knew I could not sell, but, having the assurance of Sir Donald McLean that the law would be altered, I put in that provision to protect myself, so that until the law was altered the bargain would not be binding on myself or co-trustee, Adam Clark. I then went to Napier to attend the sittings of the Hawke's Bay Commission, and practically was away from Auckland until after the Assembly. I returned to Auckland for about a fortnight between the sitting of the Commission and the meeting of the Assembly. Nothing transpired with regard to this Pakiri Block during the time I was in Auckland, and it did not come before me again in any shape whatever until towards the end of the year. But, before leaving this agreement to Colonel McDonnell, I should say he had precise instructions confirming what I state—namely, he was aware of the position of the block, that without the authority of law we could not sell; and, further, he knew that Hori's title was only an application to succeed Panapa, and I understand the Court adjourned the claim or dismissed it on some technical ground; so that the Committee will observe that the assumption of the Auditor-General that in 1874 I concealed these important facts in relation to title, when I brought them to Sir Donald McLean's notice in 1872, and Colonel McDonnell's in 1873, is entirely without foundation. Nothing further took place until some time about the end of the year. On my return to Auckland, towards the end of the year (I went back for the purpose of attending the sittings of the Provincial Council; I had not then ceased to be a member of the Provincial Executive, but was engaged carrying on the business of the Council), the Natives came to town along with Mr. Swanson. They came to town to complete an arrangement made between themselves and Mr. Stannus Jones. Nothing had been done by the Government between the paying of the £10 each and this time, and the Natives came to the conclusion that the matter was abandoned. They had agreed to let the timber to a Mr. Morton Jones. I was asked to agree to that. The Natives told me they had agreed with Jones and Gibbons to allow them to cut timber for £300. I said, "What about the transaction you had with the Government?" They said, "The Government have done nothing but pay us £10 nine or ten months ago, and we have heard nothing further about it." I heard nothing from the first agreement and Jones's timber agreement. They further said they did not care whether I concurred in the arrangement or not; that they were going to lease to Jones, and would get the money. That being the case, I saw Jones, and he said, "Well, if you like to carry out this transaction, you can do it in your office as a matter of business, and you can charge the ordinary and proper fees for doing so." I mention this to show my position at the time. I had transferred all my interest in the business as soon as I joined the Executive to Dignan and Armstrong, and was not concerned to the extent of one penny in their business or receipts. I required from Jones two stipulations, which I put in upon the assumption that the Government might at the last moment come forward to complete the purchase. I put in a covenant that he would not attempt to acquire the freehold; the second stipulation was that if at any time the Government completed the transaction, he would receive what he had paid, together with any reasonable compensation to which he might be considered entitled. Not very long afterwards, I should say two or three months, in May, 1874, the Provincial Council adjourned, and time was given to Mr. Williamson, who had succeeded Mr. Gillies, to look into affairs and prepare his measures. I had returned to Auckland, and was in the position of a member of the Executive, when the Maoris came to town with the intention of concluding the agreement with the Government. They were accompanied by Mr. Brissenden and Mr. Nelson, the interpreter. He was the interpreter when the land was put through the Court, and knew the title as well as I did. I observe the Auditor-General draws conspicuous attention to the fact that

the thing took place in a publichouse. I may say that those members present who were then members of the Provincial Council, Mr. Rees, for instance, will know I had the whole business of the Council on my shoulders, and it was impossible for me to leave the Provincial Council while it was sitting. When they waited on me I told them I could not possibly see them except during the dinner adjournment. I dined at the old Club in Official Bay, and I took them down to my own dining-room, apart from the publichouse, and this transaction was gone into. You have seen this agreement, by which they agree to sell to the Government their interest in the Pakiri Block for £1,650. The £50 was an amount put on for Te Hamara. He was not a trustee, but was a relation by marriage and blood of the grantees, and they insisted on having £50 to give to him. Now, the two persons who were concerned on behalf of the Government in that transaction were Messrs. Brissenden and Nelson. If the Committee will go through Mr. Brissenden's correspondence they will observe as distinctly as possible that Mr. Brissenden knew exactly the position of the title. Besides, Mr. Nelson had put the land through the Court, and was aware at the time that Hori was only an applicant for an interest in the grant, and that his son was dead. Admissions of that kind will be found from the parties concerned. In this agreement I have again inserted, the Committee will observe, a provision that no personal responsibility was to attach to myself and Adam Clark. I told Mr. Brissenden at the time of the first negotiation for the sale of the land that I required statutory powers, and that until that power was perfectly straight I should do nothing to render me or my co-trustee liable to an action for a breach of my duty as trustee. In 1873, after Colonel McDonnell's agreement was signed, and on coming to Wellington to attend the House, I again saw Mr. McLean, and reminded him of this necessity, of this alteration, and he said it had been provided for, and referred me to the Native Lands Bill before the House. I quote the clause. Sir Donald McLean told me that was the provision made to enable Government to deal with minors. I was not satisfied, but he said he was advised it did contain sufficient power. Having that uneasy feeling, I put in this provision in the second agreement, to protect myself and co-trustee. I would like to explain further that my connection with the block, beyond being exceedingly troublesome and expensive, was very small indeed. Adam Clark, the uncle of the minor, is a man of very superior position and intelligence, and has lived for a number of years next door, I may say, to one of the principal Wesleyan missionaries north of Auckland. He is largely advised by him, and is a man of fair business capacity. The burden of maintaining, feeding, clothing, and educating this child was borne by Adam Clark, and he had also to pay £150 for the survey of his portion of the block. I did not interfere with the disposition of the funds. I allowed Adam Clark to do as he thought proper for the benefit of the child. From the time I became trustee until the time the matter had been settled by the Government agreement, I had been called upon scores of times to do things in connection with the property; surrounded as it was by European settlers, and being a long narrow strip, it was trespassed on by Europeans' cattle. I had to advise the Maoris, and insert advertisements in Maori and English in the papers, for which I had to pay, and have never been recouped. They came to my house, and I had to entertain them. For all these matters I have never charged, asked for, or received a single penny. I may say, further, that when McLeod was pushing Hori te More for his money, and issued a writ in the Supreme Court, I took up that writ, defended the action, drew pleas, and paid money out of my own pocket in order to take the necessary proceedings. If I had been charging in the matter as a lawyer, my bill of costs would have been £80 or £100. All that was done without fee or payment. We come now to the division of this money. The amount to be received was £1,650, £50 of which was to go to Te Hemara. Eight hundred pounds apiece was to be paid to the two grantees present. It was agreed that £800 was to be held back until the title was made good. Eight hundred pounds was to be divided amongst the two at the time. Fifty pounds had been paid the evening before to Adam Clark, and £50 to Hori te More. These amounts were taken out of the £800, leaving £700. Then, by an arrangement made by myself, they had to refund £150 apiece for the purpose of paying off Stannus Jones. Hori te More handed over his £150 at once. Adam Clarke handed over £100, and said "Let the other £50 stand until to-morrow; I will give it to you to-morrow." That £250 was placed in my hands, and I afterwards handed it over to Jones. Hori te More handed the balance of his money to Adam Clarke to take care of. I think Adam gave him back £25 or £30 out of it. Adam Clarke had then his own money and Hori's money, with the exception of this small sum. That being done, I went back to the Council. Next morning Arama Karaka waited on me with £300. That was £50 more than he was possessed of on the trust account. I went with him to the bank, and we lodged in the bank £300 to the credit of himself and myself, as trustees. The receipt-slip I took away myself. I observed, in the evidence given before the Frauds Commission, that stress is laid on the fact that I took away the slip myself. The account could only be operated upon by both, and therefore the taking away of the slip meant nothing. Before 1 o'clock in the day, Clark and Nelson came up to my office in the Provincial Secretary's room, and produced a cheque, which was signed by Adam Clarke for £200. I asked what the money was for. Adam Clarke said £150 of it was to recoup himself for the expenses of survey. I said, "That is right. What is the £50 for?" "To pay Stannus Jones." I thereupon signed the cheque, got the £50 for Jones, and paid it afterwards to Jones. That accounts for all the money in the bank except £100. I find there is still a credit of £80 in the bank. I observe that it is said that a cheque for £20 was sent by Arama Karaka to me, and cashed, and not accounted for. I may say at once that I have personally no recollection of anything of the kind. It may or may not have happened; but it is exceedingly unlikely it should have happened in 1874, and that from that time to this I have never received a single word or letter on the subject from Adam Clark. I may have affixed my signature to the cheque. If it be the case that the cheque was sent to me to be drawn on, the money went back to Adam Clark. It is a matter I cannot understand that I was never applied to by Adam Clark. That closes, as far as I am concerned, the finance transaction. I may say at once that of the whole amount I did not receive one single penny, although at the time I was entitled to have stopped from Hori te More at least £100, and had claims against Clark and the estate; but I purposely refrained from asking a single penny, because I was a trustee, and it might be said afterwards that I induced them to sell the land for the purpose of paying my private account. I

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have heard things said about the transaction with Stannus Jones. I have heard it stated by a very high official, I believe, that the transaction was a swindle. I did not receive a single penny from Jones of consideration-money. I had no understanding from him that I was to receive any money, and I will satisfy the Committee by what I am about to state. When the Government made up their minds to settle, Jones came to me and said, "I want to have this settled." I said, "What is the lowest amount you will take?" He said, "£450 will recoup me; but you had better ask £500, and keep the £50 for your trouble." I said: "Mr. Jones, I am not in the habit of doing business in that way; it is out of my line, and you forget the person you are speaking to." I believed £450 was fair. I got him £300, and paid him that amount; and, subsequently, he received from the Government £150, which was in Mr. Davies's hands. He had not received this £150 up to the time I was leaving to come to Hawke's Bay or Wellington, and he issued a Judge's summons against me to stop me from going away until I explained why this £150 was not paid. I made a short affidavit of the above facts, and filed it, and I departed from the province in peace. There is one other point here to which I would refer. Clark states in his evidence before the Frauds Commissioner that he did not receive £100 from Jones on account of timber. The statement is an absolute falsehood; and the clearest and most convincing proof of that is, that he paid back to me without scruple the amount—£150—which I afterwards paid Jones. I would point out, further, that Clark in his evidence was guilty, beyond all question, of a deliberate perjury. He swore he never signed the cheque for £200; whereas all the witnesses gave evidence that he did, and the Commissioner himself said there could be no doubt he did. I might also point out that the Commissioner himself says, with reference to the evidence of Hori te More, that he could not make anything out of him, as the man was imbecile. I would point this out to the Committee: that I consider I have been dealt with very unfairly indeed, because from the start I have been acting in the public interest. I thought it would be a prudent thing to realize the property. It was entirely out of the question to lease it; and I was certain that if an alteration in the law took place the estate would have been swallowed up in a few years in payment of rates. This matter has been going on now, I think, for two years—I mean the dispute between the Government and Brissenden. When it came before the Frauds Commissioner in Auckland I had ceased practically to reside in Auckland. I got a wire from the Frauds Commissioner asking me to go up to Auckland and give evidence in relation to this transaction. The wire did not disclose that any difficulty had arisen about it, and I presumed that nothing more than the ordinary inquiry was being made. I telegraphed back as follows: "Impossible come Auckland as Supreme Court sitting, and leave for Wellington attend Parliament when Court done. Will answer any questions by wire or mail." That telegram was sent back without paying for it, and I had to pay 3s. 6d. before the Frauds Commissioner would accept it. I added, "Will be happy to answer any questions by letter or mail." The Commissioner took evidence, damaging to my private and public character, and came to a conclusion without any reference to me. I would have gone to Auckland and speedily upset the evidence of witnesses, and have had two or three of them committed for perjury. But I was not aware of the evidence they had given. I complain very much that for two years these papers have been in the hands of my friend opposite (Major Atkinson), and I have not had any intimation about them. If I had been asked two years ago I would have been too happy to explain them, but it was not until I came into office that I saw them; and they made my hair stand on end, because I am pronounced a criminal of the deepest dye.

75. *Mr. Rees.*] Who was the Frauds Commissioner?—Colonel Haultain. On no account should the Frauds Commissioner have come to a conclusion until I had refused to come and give evidence. He had power to summon me to give evidence.

76. Is the Frauds Commissioners' a public or private Court?—The point has never been settled. Some Commissioners hold open Court, and others closed Courts. My impression is it should be an open Court. There is one point I forgot to refer to: the half of the £1,600 was to be held until the title was completed—half from each—namely, £400. In this agreement it said £800. It was understood by Mr. Brissenden that he would pay that amount into an account, in trust for the completion of the sale. I was under the impression it was paid in in such a way as not to be interfered with until the purchase was completed. I afterwards found out that it was paid into the Pakiri Purchase Account. Mr. Brissenden was a Government officer and stood in a responsible position, and when called upon to complete the transaction he knew we should require £800, no matter where it came from.

77. *Hon. Major Atkinson.*] You had nothing to do with that £800?—Nothing whatever. I might state, further, as bearing on the charge made by the Auditor-General, that I have asked Mr. Brissenden since how this came about, and he said he thought he carried out the agreement sufficiently by paying it into the Public Account. He operated on that account. I asked him why he did so, and he told me he had authority to operate on it from Dr. Pollen. I want to deny completely and absolutely that there was any collusion between myself and Mr. Brissenden. Mr. Brissenden came to me because he could not avoid coming, because I was a trustee in the block, and he took up what had been commenced two years before. I have made nothing out of it.

78. *Mr. Murray-Aynsley.*] How did the money go out of the Treasury for one purpose, and was used for other purposes, independent of whatever the Treasury might have done?—I could not possibly answer that question.

79. Had you ever it in your banking account, or under your control?—Never; the money was never in my hands, never under my control. It was agreed at the time the agreement was signed that Brissenden should lodge £800 in a special account at the bank, and so lodge it that none of the parties could operate upon it until the title was complete.

80. *Mr. Ormond.*] He did not carry it out?—No; it would seem so.

81. *Hon. Major Atkinson.*] It was to be placed so that it could not be operated on without your approval?—Yes, to be available when the title was complete.

82. *Hon. Mr. Reynolds.*] If you gave a receipt for the £800 to be carried to a separate account, would not you be responsible for it?—I do not think so. In dealing with the Natives no sane man

would ever think of paying the whole of the purchase-money until the purchase was complete. I do not think Mr. Brissenden meant in any way to depart from the spirit of the agreement, or had any improper intention whatever.

83. *Mr. Montgomery.*] You took it for granted the money would be placed in the bank, to be operated on when the title was complete?—Yes.

84. You did not see it was done, but took it for granted it was, having a Government officer managing the transaction?—Yes.

85. *Mr. Stevens.*] It simply amounts to this: that the money was supposed to be ear-marked for the completion of the title?—Yes.

86. *Mr. Rees.*] Mr. Brissenden could not get a title until he paid the money?—No. Supposing the £800 had been handed over at the time, I should have been disposed to give it back until the title was complete.

87. *Mr. Montgomery.*] Were you aware that the Government was cognizant of this money remaining in the bank to the credit of Mr. Brissenden?—No; I could not say. I left the province within a week afterwards and settled in Hawke's Bay, and did not interfere in any business in Auckland since that time. I have been backwards and forwards.

88. *Mr. Rees.*] Did you receive any notification from the Auditor-General to attend any examination?—No; I was never called upon in any way.

89. Were you aware that he would make such a report?—Not until I saw the papers down below.

90. *Mr. Montgomery.*] What was that telegram you received from the Frauds Commissioner; I should like to see it?—I do not know whether I have it. The words are very distinct in my mind; it was as follows: *Re purchase:* Can you attend before me and give evidence before me as Frauds Commissioner respecting that transaction? I telegraphed as before-mentioned in reply.

91. *Mr. Ormond.*] Was there any communication from Colonel Haultain at the time of the second sitting of the Court?—I am not aware of any communication; there was no letter I can swear.

92. There were two distinct sittings of the Court held?—I do not know, I heard nothing of it.

93. There are two reports?—There is a sort of memorandum written at the request of the Government. He does not appear to have taken any evidence at that second sitting.

94. *Mr. Johnston.*] Has the purchase of the block been completed?—No; because they want this power to enable minors to sell. If that power was given it could be closed in a few days.

95. In signing that receipt, acknowledging that £800 was banked in your name, would not the Auditor fancy you could give them a clear title without paying another £800?—No; I do not think we should be liable. We are entitled to a further production of money to complete the title. No one has signed the agreement who is in a position to sell. I might point out one of the operations by Mr. Brissenden on that account was a payment to McLeod of the balance of his claim. That was perfectly right, and was authorized by the Government long before.

96. *Hon. Major Atkinson.*] Practically there will be very little given to them now?—There ought to be the whole of the £800, less the balance of McLeod's claim. The Government have paid Jones's claim as against Rahui's share.

SATURDAY, 10TH NOVEMBER, 1877.

Mr. E. T. BRISSENDEN re-examined.

97. *The Chairman.*] The Committee is in possession of the paper you sent in in the shape of a memorandum upon the report of the Commissioners of Audit. Is there anything you wish to add to that memorandum?—No, I do not think there is anything in respect to that. There are a few remarks which I should like to make in reference to my past services, which would perhaps be better put in writing than to occupy the time of the Committee.

98. There is one sentence in your memorandum which I think is imperfectly written. Did you refuse to have any concern in carrying out this matter?—No, I did not, as Mr. Sheehan was a party to the transfer of the block to the Government. On that account I felt at the time very little concern about its terminating rightly. I mean that I had no objection. I had confidence in the transaction, in consequence of Mr. Sheehan being a party to it.

99. You say here that you took up this purchase at the special request of Dr. Pollen?—Yes.

100. Had you a written communication from Dr. Pollen?—No; he was in Auckland at the time, and I used to call at his office.

101. *Mr. Ormond.*] In reference to this Pakiri purchase, do you now consider the thing can be completed?—Yes. If I had authority to do it, I would deliver 20,000 acres, more or less, to the Government within the space of six months. You know it takes that time to get a good title—that is, from the time the Court sits until a memorial of ownership can be obtained.

102. To what extent have the moneys already paid led to that result?—The moneys paid would of course be deducted, but I certainly think you could not get it at the same price now, because the timber has been considered of value, and it is surrounded with special settlements. Larger offers have been made, and the Natives have been told that they can repudiate the past transactions. I think I can purchase the block for 3s. an acre, and I would guarantee to do it for that.

103. *Hon. Mr. Reynolds.*] Would they not abide by their agreement?—It is very doubtful.

104. *Mr. Ormond.*] There is a minor in the case, is there not?—Yes, there are two infants in the case. There are three grantees, and the block has not been subdivided.

105. In reality, the only interest for which money has been paid is that held by the infant for whom Mr. Sheehan and Arama Karaka were trustees?—That is really the only one. It was explained to me that the Native custom would be carried out with regard to Hori te More—that is, his son having died, the property would revert to the father, and not to the son.

106. Then, in saying you think the purchase could be completed, have you any reason to know that Hori te More and the other relations of Panapa would complete the transaction at a price?—I saw Rahui and others, and they are quite willing and anxious to do it.

*Mr. J. Sheehan,*  
*M.H.R.*

Nov. 8, 1877.

*Mr. E. T. Brissenden.*

Nov. 10, 1877.

Mr. E. T. Bris-  
senden.  
Nov. 10, 1877.

107. *Mr. Stevens.*] In what position is the land at the present time?—It has passed through the Native Land Court, but it has not yet been subdivided. In order to get a good title for the Government the two minors' shares would have to be cut off from the block.

108. *The Chairman.*] Does the present state of the law allow trustees of minors to sell and convey land?—Certainly not. It enables them to subdivide, and of course this, the minors' portion of land, is held separate from the transaction.

109. How do you propose to get a separate title?—There are 32,000 acres in the block. I am able to purchase 20,000 acres.

110. You mean that you could get 20,000 acres with a clear title, which would not include any land held under trust?—Yes; that portion would be taken off—namely, 5,000, 6,000, or 7,000 acres.

111. *Mr. Stevens.*] Is it not a fact that you would have to begin your negotiations for the purchase of this land *de novo*?—No; Rahu has consented to acknowledge the moneys that have been paid. I have never been idle on this matter.

112. Is Rahu the principal claimant?—Yes; the great difficulty I experienced arose from the fact that she had a half-caste husband. That difficulty has been got over, and I could purchase the land for the Government at 3s. an acre, that amount covering all expenses.

113. You say the purchase can be concluded for 3s. an acre, including the moneys already paid?—Yes.

114. *Hon. Mr. Reynolds.*] Seeing that £1,600 has been paid to the representatives of the Natives, you would lose all that?—I should not, because I have gone into the matter, and they are quite willing to acknowledge that portion of the money which has been paid them, and to allow it to be deducted out of the money to come.

115. *Mr. Stevens.*] I understand you to say that this purchase could be completed if the price were increased to 3s. an acre, and that the money already paid would be allowed for. What difference in price would this 3s. an acre amount to?—£1,350 more. The land has very much increased in value since. It is now four years since negotiations were commenced for this land.

116. *Mr. Ormond.*] Referring to your own position, you justify your dealing with these people on the fact that you took up a purchase that was commenced before you had anything to do with it?—I did not inquire much into it. Dr. Pollen's instructions to me were to hurry the matter, and buy the block, because two or three parties had purchased the timber. The Great North Road was being made, and these people were going to charge an exorbitant price for timber for bridges, culverts, &c. I did not inquire much into it, seeing that these Natives had received money from the Government, and had been acknowledged by the Native Office. Therefore I went into the matter fearlessly.

117. With whom did you deal?—With Hori te More and Arama Karaka direct. I never dealt with Mr. Sheehan until the day before the signing of the agreement. The Government, I might add, have scores of blocks in the same position as regards minors. The matter requires legislation, as under the present Act these blocks cannot be dealt with until a short Act is passed empowering the Native Land Court to appoint trustees for minors, and to give such trustees power to dispose of such interests, the proceeds to be placed in trust.

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