

261. *The Chairman.*] Nobody opposed your bankruptcy?—Oh no, nobody had anything to say at all, and when I applied for my discharge it was granted; the whole thing did not take five minutes.

262. Then you have no liabilities in regard to this at all?—Well I do not know. This has been opened up again. The bankruptcy has been set aside.

263. *Mr. O'Meara.*] What is the meaning of this document which you have put in to the Committee?—That is the account for the grass-seed which the bank would not pay for. I have paid about £1,200 besides that. Everything was sold up. I had a stud flock on the place not under the mortgage, and they were sold. All the cattle and horses and implements and furniture were sold. The stud flock was bought in by the bank. The working-horses and cattle and implements were bought in by the bank. The furniture Mrs. Hamilton re-bought with her own cheque of £700 or £800, and I myself came out of it without a shilling, and of course there is the liability practically remaining with me.

THURSDAY, 25TH SEPTEMBER, 1902.

Captain G. D. HAMILTON further examined.

*Mr. Foster:* Mr Chairman and gentlemen, when I was here the other afternoon Mr. Hamilton's evidence was concluded, and the Chairman asked me if I had any questions to ask him. With your permission, Mr. Chairman, I would like to ask him a few questions before giving my evidence.

*Mr. Hall:* Is Mr. Foster appearing for the Bank of New Zealand or the Assets Board?

*Mr. Foster:* I am attending for the Bank of New Zealand as well.

*Mr. Hall:* You are attending for the Bank of New Zealand as well as for the Assets Board?

*Mr. Foster:* Yes.

*Mr. Hall:* If you are questioned and asked to give evidence, are you prepared to bring any evidence from the bank to substantiate what you say?

*Mr. Foster:* Well, of course, I am prepared to bring any documents that are in our possession. Most of the records in this connection are in the possession of the Assets Realisation Board as from the Estates Company.

*Mr. Hall:* If Mr. Foster is appearing for the Bank of New Zealand he must be prepared to answer any questions the Committee may put to him.

*The Chairman:* If we think it is necessary we will no doubt get the evidence.

1. *Mr. Foster.*] In the first place, Mr. Hamilton, you referred to an understanding with the Natives that you should not sell. Have you any documentary evidence of such an understanding?—Well, I do not think I have. But I may tell you this is not a prepared case. I just collected scraps of evidence, some of which were lying about in trunks, and it occurred to me yesterday after I went down from here that, small as it was, it would help. Well, here is a scrap of paper, and it is written in Maori in full. It is not a formal document. This part of the letter relates to the question.

*The Chairman:* Will you interpret it, Mr. Fraser?

*Mr. A. L. D. Fraser:* Yes. It is just saying that the land is not to be sub-leased, it is not to be mortgaged, it is not to be sold.

*Captain Hamilton:* Literally translated, it would mean, "If you do lease this, or if you do sell it, the Maoris will kill you."

*Mr. A. L. D. Fraser:* It says, "If you lease, or mortgage, or sell Mangatoro you will be made to suffer by the Maoris.—A FRIEND RETURNED." I do not know what that means.

*The Chairman:* We may look upon this as being an anonymous letter.

*Mr. A. L. D. Fraser:* A threatening letter.

*Mr. Foster:* Might I ask that the date of that letter be taken?

*The Chairman:* It is in August, 1884, I think.

*Captain Hamilton:* This is just after the bank had taken possession by that private letter That was in June, 1884.

*Mr. Foster:* Is that the letter Mr. Hamilton bases his assumption of an understanding with the Natives upon?

*Captain Hamilton:* Oh, no; this is an incidental letter. The understanding with the Natives was made before the lease was signed, drawn, or mortgaged.

*Mr. Foster:* That is the documentary evidence that I asked Mr. Hamilton if he could produce.

*Captain Hamilton.*] Well, I have not got it here. I may say that my having this document is the merest chance. Several of my family came in from the store, and they said they were burning a whole lot of papers; and they said, "Perhaps you would like to see some of them before they are burnt," and these were some fragments that were left unburnt. It is a mere accident my having them. I wrote a copy. Since the Committee has been inaugurated I wrote for a copy of the letter that they sent when they took possession—the one they gave me in the street—but I have not got it. I put it to the Natives whether they would consent to renew the lease, as it depended upon that whether I should remain on Mangatoro or not, independent of the bank at all. The lease was given absolutely on the condition that it would not be sold.

2. *Mr. Foster.*] I can only repeat my question to you in this way, Captain Hamilton: Have you any documentary evidence of an understanding between the Natives prior to your having given a mortgage for your lease; this is in 1884?—Well, I had a verbal understanding with the Natives before the Land Courts were inaugurated at all, that I was not to sell this lease or put strangers that they did not know on it, because they found by previous experience that people took their lands on lease and then substituted somebody else.