

5. *The Chairman.*] Are they the same Natives who signed the other agreements to which you referred?—Yes; after the fullest explanation had been given to them of what they were doing. *Mr. F. A. Whitaker.*
1st September, 1869.

6. *Mr. Dillon Bell.*] Were you in partnership or association with Mr. John Lundon, whose name is referred to in the evidence which has been placed in your hands?—I was in partnership; that is, he was to look after the Natives, as I had not time to do so. He was to see the Natives at different places about the land, and the deeds were prepared in our joint names.

7. *Mr. Creighton.*] What was the date of the lease which you say you obtained from the Natives?—I could not state the exact date; it was in the month of April last. The certificates were issued about the end of March or the beginning of April, and my deeds were obtained at once.

8. You have seen question 74, put to Mr. O'Keefe, "Do you know that Lundon refused to sign the deed?—Yes; my solicitor, Mr. J. B. Russell, told me he refused to sign the deed." The question refers to a deed for No. 23, stated previously by Mr. O'Keefe as "signed by Frederick A. Whitaker, purporting to be from Frederick A. Whitaker and John Lundon to Michael Hannaford and N. S. Walker." Did Mr. Lundon refuse to sign that lease?—I understand that he did refuse, although I do not know of my own knowledge. I asked him to sign it, but he did not, and said he would be guided by his counsel.

9. You exercised a right of property over that land?—In this matter it was entirely an act of friendship, and I did not consider that it would be brought against me in evidence, because I never read the deed, and trusted entirely to what was put in it before they signed it. They were friends of mine, and I said I would take no advantage, and assigned my interest over, and I believe I would have succeeded in getting John Lundon to do the same. I did not contemplate any effect as to right of property, but gave them what I had to give, that they might be secured. I got nothing for it, and leased it to them for exactly what they paid the Natives, to secure them against my death, or whatever might occur.

10. You say the Natives signed the lease to yourself and Lundon; did all the Native owners sign?—We have only three out of four signatures to number twenty-three.

11. Were you engaged as counsel or solicitor in preparing the first lease from the Natives to Mr. Horne?—I was not; nor to Mr. de Hirsch in any way. They were all made while I was on the seas, before I arrived.

12. *Mr. Carleton.*] Are you aware whether Judge Munro, at a sitting of the Native Lands Court held on the 1st October, 1868, stated that "the certificate must issue from the date of the hearing of the case at Shortland?"—I am not aware of it.

13. Are you aware that an order was made by Judge Munro?—I was not; I presumed so on account of the certificate afterwards being issued.

14. Did the Native owners execute leases to certain parties after the making of the order, but before the issue of the certificate?—They executed leases before the issue of the certificate, and I presume after the making of the order. I only looked at the certificate.

15. I am to understand that you are aware that the certificate does not bear date from the making of the order?—I am aware of it.

16. When did you become aware of the fact?—When the certificate was issued.

17. Did the Natives afterwards execute new leases to other parties after the signing of the certificate?—They did.

18. Did they execute new leases to you?—They did.

19. Did they receive additional payments for such leases?—They received so much rent; that was all. I paid them a portion of the rent in advance, but no bonus or premium.

20. Are you aware that the Native lessors have been paid twice over for leasing the same sections?—I was not aware whether they had been paid. I knew they were leased.

21. You have stated that the original leases were illegally obtained. How do you know that the transaction was illegal?—I stated it as a lawyer, because it was before the issue of the certificate. The leases were in existence, and no certificate had been issued.

22. Is it declared in the Native Lands Act that such a transaction is "illegal"?—Most unquestionably so.

23. Is it not rather stated that the transaction is "void"?—Those are the words used, but I concluded that the terms were synonymous.

24. Does not the term "illegal" rather signify in opposition to the law?—I should think it had precisely the same signification as the word "void." Whatever is made outside the law is illegal, as it is in contravention of the law, and therefore illegal.

25. Are you aware from the reports of debates in the House, that a gentleman of the legal profession, Mr. Travers, has expressed his opinion in the House, that, according to his reading of the Native Lands Act, the transaction in question was not invalidated by anything contained in that Act?—I am not aware of it.

26. Can you point out anything contrary to fact in the evidence contained in the report of the Committee on the Native Lands Bill?—I have not had time to peruse the whole of it, as I only arrived in Wellington this morning; but as to some of the opinions in reference to the bearings of the amendments in the Bill upon Mr. O'Keefe, and parties leasing No. 23, I think it would have a decided influence, although he thinks it would not. The "representations," if "misrepresentations" are meant, I must emphatically deny, because the whole thing was laid before the Natives.

27. *Mr. Dillon Bell.*] Is there any interest in which you and Mr. Lundon are concerned, in Kauaeranga, No. 23, which is now the subject of any action or proceeding in the Supreme Court?—I think there is not, as far as I am concerned. Some actions have been brought against him, without myself, although we are partners, but I do not think any of them apply to 23.

28. There is no case in which you are concerned in Kauaeranga, No. 23, pending in the Supreme Court?—There is not.

29. When you state that you use the words "illegal" and "void" as synonymous, do you mean that they have an equal interpretation, in your opinion, in applying the 75th section of "The Native Lands Act, 1865," which says, "Every conveyance transfer, gift, contract, or promise, affecting or