

234. What was Warena's proposal to the people, so far as his half of the block was concerned?—To keep 3,500 acres and award them 3,200 acres, but including all their occupations and dwellings on the portion they got.

235. Why did you consider Warena entitled to the area of land he suggested keeping to himself?—I considered that his father spent a great deal of time and money in practically getting the block back from the Ngatiraukawa, who held it under conquest.

236. It was through him that the block was recovered from Ngatiraukawa?—Yes; I do not say that Kemp did not assist, but Hunia did a very great deal more.

237. In all your experience at the different Courts, who provided the food for the Natives interested and paid the agent's expenses?—I think Hunia found most of the money for the expenses, because he had sources of getting money, whereas the other people had not. He had not long sold the Rangitikei-Manawatu block, for which he got large sums. And he had a large place leased to Sir Walter Buller, and I know he drew pretty heavily from him.

238. *Sir W. Buller.*] You told us that when you went to Wanganui with Warena you heard him ask Kemp to let him have Section 14, was it not?—Not in Wanganui; in Wellington.

239. Do you remember about the time?—I think it was about 1889, previous to any action being taken in the Court, and previous to my holding power of attorney.

240. You understood Kemp, then, to say that he would not do that because he had promised it to his sister?—Yes; her name was Rora Hakaraia.

241. When Kemp said he had promised it to his sister, what did Warena say?—He did not say anything particularly; he appeared to acquiesce.

242. So far as you are aware, nothing more was said on the subject between Warena and Kemp?—No.

243. Neither then nor at any subsequent period after you got power of attorney?—After I got that, and during the negotiations at Palmerston in 1890–91, Warena was there very seldom, though Wirihana was. I said, in my opinion, these blocks were cut out—one of them to satisfy the Ngatiraukawa, and the other to go back to the people.

244. To whom did you say that?—To Wirihana and Warena, for whom I was acting.

245. You did not say that to Kemp?—Yes; I mentioned it to him on one occasion at Palmerston.

246. What did he say?—He did not give any definite reply. He said, so far as I recollect, "It is not finally settled with the Ngatiraukawa yet"; and then the Ngatiraukawa had not accepted anything.

247. Those were the only intimations, you can remember, that you made of your opinion?—Yes.

248. You have been in friendly communication with me the whole of this time?—Yes.

249. You are aware I had become a lessee of nearly the whole block, and had purchased some small portions which were cut off?—Yes.

250. You never intimated to me that you thought Kemp ought to return this to the tribe instead of selling and leasing it?—No; I do not think I did. I may say, by way of explanation, what struck me forcibly was this (it was after the division of the block I spoke to Barnicoat about it): "It occurs to me that this has been divided on some ancestral boundary going up the stream and through the block. If Ngatiraukawa had accepted No. 14, No. 9 would never have been cut out, and Warena would have got it, because the boundary would have been the same."

251. Your first proposal was that this should be Kemp's half of the 14,000 acres?—I wanted in the subdivision—one of the chiefs keeping 3,500 acres, and the other 3,500 acres, and handing back the 8,000 acres—to cut out the north side for Warena simply, in consequence of Kemp himself alone having leased 1,000 acres to Bartholomew for timber, which Warena did not agree to.

252. In that case the portion which Kemp claims to hold would have formed part of his half?—Yes.

253. Acting under your power of attorney, and in Warena Hunia's best interests, you did instruct Barnicoat to lodge a caveat against dealing with No. 6?—I think I did.

254. But you never instructed him to lodge one in respect to No. 14?—No.

255. The only conversation you had with the presumptive owner was the conversation at Palmerston, when you said, by way of suggestion, "I think this should go back?"—Yes; in 1891.

256. You have referred to a conversation you had with Mr. Alec McDonald, in the course of which he said that Kemp had offered 1,000 acres in Warena's own name: when was this?—Just when we assembled at Palmerston, when the first Court was opened. I think it was in 1890; I know it was before any action was taken in the Native Land Court. After the action for the rent commenced, Judge Trumble was the Judge.

257. Where was the 1,000 acres to come from, if he had accepted it?—I understood out of No. 11, but I could not say.

258. Were you inclined to accept the offer: you say you consulted Warena and he refused?—No, not at all; I did not think it was enough.

259. At that time McDonald was acting on your behalf?—Yes; I was paying him as licensed interpreter.

260. It was not as agent for Kemp that he made the recommendation?—He had a conversation with Kemp, but I do not think he was acting as Kemp's agent.

261. Was anything said at the time between yourself and McDonald, in relation to Kemp, as to Section 14?—I do not remember that there was.

262. You told us, prior to this, an action had been commenced in the Supreme Court, at your instance, for the recovery of certain rents received by Kemp for No. 11, which Warena should have participated in?—The action was to render accounts.