

282. And shortly after, Warena executed a transfer?—Yes; the transfer is dated 21st October, 1893.

283. Were you present when Warena executed it?—No; no money was paid.

284. Some reason was assigned by Mr. Sheridan for not paying it?—I think there was some delay about the completion of the title, and there was a little trouble over the survey.

285. Was not something said about the title being in a very unsatisfactory position on account of trouble with the Natives? Do you remember anything being said about caveats by Sheridan?—I have no recollection of that.

286. There must have been some reason assigned. You got Warena to sign a transfer of 1,500 acres, and acknowledge payment of £6,000: was there not some reason for not paying this large sum of money over?—That is the only reason I can assign—that the title was not complete. I thought the trouble was with the survey.

287. *The Chairman.*] That can hardly be, can it, Mr. Fraser? The transfer sets out by actual linkage and chainage, showing them to a decimal?—The main reason was that the bulk of the money was to have been paid in debentures.

288. *Sir W. Buller.*] What was your explanation why the smaller portion was not paid there and then—was it not because there was a caveat against the title?—Very likely.

289. Do you remember stating in the Supreme Court, in 1894: “No doubt, I was told that the Court had extended the operations of the caveat until the termination of this suit?—Yes; I think so.

290. So that you quite understood that, inasmuch as the caveat prevented your getting the purchase-money when Warena signed, its extension prevented you getting it later?—Yes.

291. Are you not aware that the caveat is still there, and ordered to remain there by the Court of Appeal?—No; all those matters I leave to Mr. Barnicoat.

292. He has never reported to you that he has got it removed?—No.

293.—Notwithstanding this caveat, which you admit prevented your getting the money in the first instance, you did afterwards, on Warena’s behalf, get £2,000 of the purchase-money?—I did not get it.

294. Did you not say this: you were asked, “How is it that the Government are so good as to pay without title”? To which you replied, “I told them that they had taken possession, and it was only reasonable that the man who sold should get his money. I spoke first to the Native Minister, and he referred me to Mr. McKenzie. I did not say I was short of money. I told him the man was pressed and wanted money, and I persuaded him to give him £2,000”?—That is quite right; the money was sent not to me, but to Warena.

295. It was as his attorney that you asked for it?—Yes.

296. Were you not present, by arrangement with Warena, at Bull’s, in August or September, 1889, when the £2,000 was received by post?—Yes.

297. You went to the post-office with Warena?—Yes.

298. You understood that this, as in consequence of what you told the Supreme Court, you prevailed on Mr. McKenzie to do?—Yes.

299. Was anyone present but the Postmaster, Warena, and yourself when the £2,000 was received?—I do not recollect that there was.

300. You knew that a process had been served upon Warena by the Supreme Court, at the instance of Kemp and the tribe?—Yes.

301. And you were also aware that the £2,000 was paid by Mr. McKenzie under the circumstances you mention after the process had been served, and while the action was pending?—Yes.

302. Did you hear the Chief Justice express his opinion of the transaction on the part of the Government in the Court?—No.

303. Warena says he spent all that £2,000 in his own way, without giving any to his people; they had no right to it. Can you tell us whether any part of this was handed over to the Ngati-pariri?—I do not think it was, so far as I know.

304. Another witness has said it was all spent on works connected with the block. I want some explanation of that?—There is no doubt his own private debts were mainly connected with the expenses in the block. Other money which he had was spent on the block, which would otherwise have paid his debts, Barnicoat’s expenses, and the expenses of Court and survey-fees. I paid several accounts.

305. You were asked by Mr. Edwards: “You are largely interested pecuniarily in the land?—I have assisted to carry on the negotiations. You claim a large sum owing by Hunia?—They may owe me £700, £800, or £1,000. How much have they paid you recently?—Warena paid me £500 a month or so ago. I was security for him and brother to the bank for £500. Warena paid me out of the block. He paid me £500 out of the block. How are you being paid?—For my time and moneys out of pocket. I have been engaged days and days, and months and months. I charge £1 ls. a day and expenses. How many years has it been going on?—Since 1889.” That is true?—Yes.

306. Out of that £2,000 you received £1,000?—Yes.

307. What became of the other £1,000?—I think he spent it, so far as I know, in debts to stores, and one thing and another. He was owing a lot of money. I do not know exactly.

308. We have it in evidence that the transfer was executed in 1893. This payment of £2,000 on account was made in August, 1894, and it was in consequence of your representation that it was not fair to keep him out of his money any longer. Warena says that during that period he never asked for any money. Did you never ask for any during that period of about a year? Did you never have any conversation with the Government on the subject of this unpaid money?—No; I do not know that I did; those whom he owed money to were always in anticipation of this thing being settled.