

1896.

NEW ZEALAND.

HOROWHENUA COMMISSION

(REPORT AND EVIDENCE OF THE).

Laid on the table of both Houses of the General Assembly by Command of His Excellency the Governor.

SIR,—

Wellington, 25th, May, 1896.

We have the honour to forward, for transmission to His Excellency the Governor, our report in connection with Horowhenua.

Extracts and names in the evidence have to be checked, and, when this has been done, the evidence will be forwarded to you.

We have, &c.,

The Hon. the Premier.

JAMES. C. MARTIN,
R. BUSH,
J. C. MCKERROW.

REPORT.

To His Excellency the Right Honourable David, Earl of Glasgow; Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George; Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies:

MAY IT PLEASE YOUR EXCELLENCY,—

In compliance with the terms of the Commission issued to us, dated the 4th day of February, 1896, we have inquired into the several matters with which we were charged, and now have the honour to report as follows:—

Our inquiries were conducted for the most part in Levin, that township being situated on the Horowhenua Block, and close to the habitations of most of the Natives interested.

In order that all who had, or considered they had, any claims should receive notice of the holding of our inquiries, public notice was given in the following newspapers, viz., *New Zealand Times* and *Evening Post*, published in Wellington; the *West Coast Mail*, published in Otaki; the *Manawatu Farmer*, published at Shannon; the *Manawatu Standard*, published at Palmerston North; and in the *Gazette* and *Kahiti*.

A large number of Natives were present at the inquiry, some coming from the Wairarapa, Otaki, Porirua, Wanganui, and Rangitikei, besides those resident in or about the Horowhenua Block itself; and, in addition to this, the different persons or parties of persons interested were represented by professional men, either solicitors or Native agents, having great experience in Native law, manners, and customs. Sir Walter Buller appeared for Major Kemp, and a large section of the Muaupoko tribe; Mr. Baldwin for the lineal descendants of Te Whatanui; Mr. Morison for a party of the Ngatiraukawa, claiming in opposition to the lineal descendants of Te Whatanui; Mr. Alexander McDonald (acting

under instructions from the Government) appeared to watch the interest of the members of the Muaupoko Tribe generally, and especially of those members who were not represented by solicitor or agent; Mr. Stevens for the Hunia family and the members of the Ngatipariri hapu; Mr. A. L. D. Fraser for the Crown, Mr. Marshall for certain members of the Muaupoko Tribe; and several Natives appeared to watch their own interests.

On the opening of the inquiry the Commission was read aloud both in English and Maori to those present, and the Maoris were informed that the Commissioners were prepared to hear any persons who wished to bring any matters before them; and all persons were warned that if they wished to be heard they must come before the Commissioners, as it was possible that if they did not do so now they would not have any other opportunity of bringing their grievances in relation to this block before any tribunal. We were throughout the inquiry careful to give the Natives every opportunity of bringing before us any matter they wished, the more so as the position of Sir Walter Buller, who represented a large number of those interested, seemed to us to be peculiar. He was appearing professionally for Kemp and a large number of the tribe, whilst the interests of Kemp and the tribe were diametrically opposed to each other; Kemp being admittedly in the position—as to the bulk of the land—of a trustee who could not give an account of his dealings with the trust property, whilst the tribe were in the position of *cestui que trustent*, examining their trustee as to his dealings with their property. And Kemp was not only in this position but was actually claiming, and through him Sir Walter Buller was claiming as his own property, part of the tribal land in antagonism to the tribe.

The evidence before us consisted of the statements, on oath, of the various witnesses, which is forwarded herewith, the minute-books of the proceedings in the various Native Land Courts which have inquired into or adjudicated on the matters relating to the Horowhenua Block, and the official files of correspondence and papers in the Native Land Court Office and in the Native Department. These books and files are public records, and we have therefore not had copies made of them; but they must be read with the oral evidence given, as forming the evidence upon which we have based our opinions.

We regret that we have to report, speaking generally, that the evidence is most unreliable. The Natives themselves seem to have made it a practice to discuss, before going into the various Courts, the testimony which they should give, and to have built up that testimony, not according to facts, but according to the exigencies of the case which they wished to make in the Court. As an illustration of this we may refer to the evidence of the person who has the most intimate knowledge of the history of, and the dealings with, the land in question—Major Kemp.

In 1872–73 the Native Land Court was inquiring into the question: What tribe or tribes was or were entitled to this land? Kemp and Hunia (Kawana) were then firm friends, and it was to their interest to show that the Ngatiraukawa had not occupied certain portions of the block. Before us Kemp and Hunia's representatives are in the conflict. In 1873 Kemp swore positively that he and Hunia had built a certain pa. Before us Kemp swore that Hunia had had nothing to do with that pa; that he (Kemp) had built it, and that the pa Hunia had built was at another place altogether. His attention was drawn to what he was reported to have said in 1873; he admitted that he was correctly reported, and, when asked for an explanation of the discrepancy of the evidence of 1873 and that which he now gave, he stated that what he swore in 1873 was false, and that he and Hunia were then friends, and that he (Kemp) had sworn as he did in order to defeat the Ngatiraukawa claims, and because those who were conducting the arrangements in 1873 had said that all must speak so as to tell one story. Kemp also admits that a woman named Kiritotara gave false evidence in 1873, and that she did so at his (Kemp's) instigation. Kemp's demeanour when giving evidence did not give us the impression that he was honest. To his own solicitor's questions he gave at once clear answers, but to those of the persons cross-examining him his answers were most evasive. Another Native, claiming to be a chief of Ngatipariri, named Paki te Hunga,

admitted before us that at the Native Land Court he committed deliberate perjury. His story is that, prior to the sitting of the Court, he had prepared his evidence, but that shortly before the Court sat he had told the members of the tribe what he proposed to say; that they had objected, and had urged him to alter his story to agree with that which they were going to tell, and that he had done so.

A large amount of the testimony is hearsay, and it is evident to us that matters in connection with the block have been so much discussed amongst the Natives that it is impossible for them to sever in their own minds facts which they know from statements which they have heard. This remark does not only apply to the Natives, but also to the Europeans, who have no possible object in giving false testimony. Mr. Alexander McDonald, a cautious, intelligent, experienced, educated man, stated that he was not clear about various matters about which he was questioned, and that he had the greatest difficulty in severing facts which occurred years ago from matters which he had heard since. Mr. Wilson, a Judge of the Native Land Court, who presided at a Court in 1886, when this block was subdivided, and who gave very positive evidence as to what occurred before him in 1886, is, we think, undoubtedly wrong in his recollection. We refer to Mr. Wilson's evidence especially, because he is above suspicion, and it is a striking instance of the difficulty, nay, almost impossibility, of arriving at the truth in connection with the history of the block. Mr. Wilson's evidence, given before us, shows that a piece of land (subsequently forming part of what is now Subdivision 14) was set aside for Kemp to hold absolutely and in his own right, and that that piece of land was the last one which was cut out of the block. The evidence of Mr. McDonald and other witnesses is to the effect that—and we have no doubt that their evidence is correct—Subdivision No. 14 was not cut out for Kemp absolutely, and that it was not the last, but the third, section that was cut out: and this is corroborated by an inspection of the plan which was before the Court in 1886, on which the subdivision is distinctly marked No. 3, and the alteration from 3 to 14 is shown. That plan and the evidence also shows that Subdivision No. 14 as now existing—which, according to Mr. Wilson's recollection, is Kemp's private property—was not marked off until after the Court of 1886, when it was marked off owing to a deficiency in area of another block.

That Mr. Wilson's memory is playing him false is, we think, shown by the following correspondence: In 1895 the Under-Secretary for Native Affairs telegraphed, in consequence of a dispute between Kemp and Hunia, to Mr. Wilson, stating that Kemp asserted that there was an understanding on the part of the Natives when the block was before Mr. Wilson in 1886, that the portion known as No. 11, awarded to Kemp and Hunia, was to be held by them in trust for the Muaupoko; and asking Mr. Wilson whether, so far as he was aware, there was any such understanding, or whether the land was intended to be owned by Kemp and Hunia simply. Mr. Wilson replied from Gisborne that he was unable to answer the question there, but would telegraph after he had consulted his notes in Auckland. Subsequently he telegraphed to the Under-Secretary from Auckland (presumably after consulting his notes), stating that there was a large attendance of Natives interested when this block was subdivided, that Major Kemp appeared and acted for the tribe throughout in a fiduciary capacity, that an apparent—but only apparent—exception was Lot 10, of 800 acres, awarded to Kemp for himself only; but this was done to enable him to recoup certain expenses incurred in respect of the block, for which, as he (Mr. Wilson) understood, Kemp had rendered himself personally responsible.

Nor can implicit reliance be placed upon the minutes of the earlier Native Land Courts. An inspection of the minutes of the Court of 1886 will show alterations of numbers until it is impossible to say positively to what subdivision number the evidence opposite to it refers; it will show alterations and interlineations manifestly made at a different time and by a different hand to that which wrote the original minute. Mr. Wilson tells us practically that the minutes are valueless; that the clerk who took these minutes was new to the work, and omitted what he thought was immaterial; that the clerk altered

the minute-book without authority; and that the Judges had to complain to the Chief Judge. We have referred to these matters at length in order that you may not be misled by placing undue reliance upon any particular statement which may appear in either records, or the transcription of the shorthand-writer's notes of the statements made before us.

The general history of the Horowhenua Block appears to us to be as follows:—

It was, prior to, and at the time of the arrival of Ngatitōa and Ngatiraukawa Tribes from the north, inhabited by the Muaupoko Tribe. In the course of time the Muaupoko were almost exterminated by those tribes, and the remnant of the Muaupoko were driven either into the fastnesses of the hills, or to take refuge with the Whanganui or other tribes. The land of the Muaupoko consisted in part of bush-covered mountains; this part appears never to have been occupied by them as homes or cultivations, and was an impenetrable forest; other parts of the lands consisted of bush-covered plains on which were clearings and cultivations; the remainder of the land upon which the tribe had their homes and pas was open country, immediately adjoining the Horowherua and Waiwiri Lakes, and extending from them to the sea. The tribes which had almost destroyed the Muaupoko seem never to have permanently settled on the land; but, as right was co-extensive and co-existent with the power to enforce it, the right of the Muaupoko to the land was practically extinguished. It is important to bear this in mind, because, when subsequently members of the Muaupoko claim rights based on a foundation prior to their dispersion, the arguments in support of those rights are founded on an extinguished basis. The Muaupoko, having been practically driven off their land, a Ngatiraukawa chief—Te Whatanui—settled on or near the Horowhenua Lake; he was either a connection, or, at any rate, a great friend, of Te Rauparaha, the chief of the Ngatitōa. For some reason or other Te Whatanui took compassion on the remnant of the Muaupoko, and being able to speak for his own tribe, used his influence with Te Rauparaha and obtained that chief's promise not to further molest the Muaupoko. Te Whatanui then promised the Muaupoko his countenance and protection, and they gradually drifted back on to the land where they lived under the protection of Te Whatanui. The Europeans had, in the meantime, settled in the country. Te Whatanui died, and after his death, trouble began between the Muaupoko, who asserted that the land was theirs, and members of the Ngatiraukawa, who had settled upon it. Houses were burned, and ultimately a Native Land Court sat in 1873, to investigate the claims of the different tribes to the ownership of, amongst other lands, what is now the Horowhenua Block. The result of the proceedings in that Court was to adjudge the Muaupoko Tribe the owners of the Horowhenua Block, with the exception of a small block of 100 acres known as Raumatangi, situated between the Hokio Stream and the Horowhenua Lake, which was declared to belong to certain representatives of the Te Whatanui already referred to. The Court of 1873 having found the Muaupoko entitled as already mentioned, directed a certificate of title to issue under the 17th section of "The Native Lands Act, 1867," in the name of Kemp, and indorsed on the back of that certificate the names of the persons who were found to be members of the tribe.

It is a matter of great regret that much of the difficulty which has arisen in connection with this block, is directly traceable to the non-exercise by the Native Land Courts to the powers vested in them.

In 1873 the Court did not, as it seems to us it should have done, ascertain the particulars of the interests of the persons named in, and on the back of, the certificate which it ordered to issue. From the time of this certificate may be dated, so far as the Muaupoko Tribe is concerned, the rise to power of Kemp and Kawana Hunia. Kemp was not a resident on the Horowhenua Block, although by descent from his father a member of the Muaupoko Tribe. His mother was a member of the tribes on the Whanganui River, and his home was there. At the time of, and subsequent to, the sitting of the Court in 1873 a number of the Ngatiraukawa were residents on portions of the land awarded by the Court to Muaupoko. The certificate having been ordered to issue, the Muaupoko acting under Kawana Hunia (Kemp being absent in Whanganui) burned the houses of

ERRATUM.

IN line 16 from foot of page 5, *for* subdivisions numbered 1 *to* 10, *read* subdivisions numbered 1 *and* 10.

some of the Ngatiraukawa on the Horowhenua Block, and considerable excitement existed amongst the Natives. Pā were built and the members of the Ngatiraukawa Tribe assembled to assist their relatives whose houses had been burned; but, through the intervention of Sir Donald McLean, hostilities were prevented. The Ngatiraukawa had endeavoured to obtain a rehearing for the purpose of reviewing the decision of the Court of 1873. Sir Donald McLean sent for Kemp, and members of both Ngatiraukawa and Muaupoko attended in Wellington. When dealing more particularly with Section No. 9 we shall have to refer at length to what took place then; all we need to say here is that, after the meeting between Sir Donald McLean and the Natives in Wellington, no further troubles occurred between the tribes. Nothing further of note took place until the happening of the events which led up to the sitting of the Court in 1886. The Wellington-Manawatu Railway Company wished to obtain land running through the block for the railway. Friction had arisen as to the letting of some of the land by the Natives, and proposals were being made for the sale of the land by the Natives. Ultimately a Court sat at Palmerston in 1886, for the purpose of subdividing the block. When dealing with the individual history of each subdivision of the block we shall refer at length to the proceedings of this Court in connection with it, and we, therefore, only refer to the matter generally. The procedure seems to have been this:—The Natives outside the Court agreed to certain subdivision for certain purposes, and the Court simply made orders carrying into effect the arrangement which the Natives had made. We have again, we regret to say, to draw attention to the extraordinary attitude adopted by the Court on this occasion. The Judge says, in effect, that the Court sat administratively, to blindly carry out, without investigation, inquiry, or explanation, either to the Court, or by the Court to the Natives, of the effect of what was being done. Mr. Wilson states that he considers that, as a matter of law, he was bound to carry out these arrangements, and that it was no part of his duty to inquire into particulars of them, or to ascertain that the Natives were aware of the legal effect of their acts. We are quite unable to understand by what reasoning the learned Judge arrived at the opinion which he holds, and we venture to suggest that not only is that opinion erroneous, but that it was the duty of the Court to ascertain who were the persons interested in each subdivision, and to take care that if a title issued in the name of any one of such persons, the title was subject to such conditions and restrictions as would prevent a fraudulent holder of that title depriving those interested with him of their lands. The Court subdivided the land in such a way that the title to all the subdivisions issued to Kemp, except Subdivision No. 12, which is comparatively a valueless country, and the title to which was issued to Ihaia Taueki, and of Subdivision No. 11, the title to which was issued to Kemp and Hunia jointly.

Up to the time of the sitting of the Court of 1886 there is no suggestion that Kemp, who held the certificate directed in 1873 to be issued, held the land otherwise than as a nominal owner for and on behalf of the Muaupoko Tribe. And, with the exception of subdivisions numbered 1 to 10, which the tribe voluntarily gave to Kemp, the Court, by its orders in 1886, neither added to, nor subtracted from, the character in which Kemp held the land under the prior certificate; but the orders of the Court had this serious effect, that they were the cause of certificates of title being issued to Kemp under the Land Transfer Act without any restrictions, so that Kemp was placed in a position to make a title as if he were the absolute owner.

It will, perhaps, be most convenient to deal with the history of each block set apart by the Court of 1886 in the order of their number on the plan; promising that what is now No. 14 was originally No. 3, and, further, that the titles to subdivisions numbered 9 to 14 appeared to have been altered after the Court sat, and without any consent to such alteration except the consent of Kemp and Hunia. We cannot ascertain under what authority this alteration was made.

A plan of the block, being a copy on a reduced scale of the one which was before us, is attached.

SUBDIVISION No. 1.

This subdivision consists of lands over which the Wellington–Manawatu Railway now runs ; it was voluntarily given to Kemp by the tribe to hold as his own property, and no members of the tribe have made any claim to be in any way interested.

SUBDIVISION No. 2.

Prior to the Court of 1886, negotiations took place between the Government and Kemp for the sale of a block for the formation of a township. Discussion amongst the members of the tribe resulted in Kemp being authorised to make an offer to sell to the Crown. In June, 1886, Mr. Alexander McDonald, acting on behalf of the Natives, wrote proposing an interview in reference to the sale ; and, on the 29th June, an interview took place between Mr. Lewis, the then Under-Secretary for Native Affairs, Major Kemp, and Mr. McDonald. A memorandum of terms upon which Kemp would sell was agreed upon, but no sale took place. It has never been suggested by Kemp that he held this subdivision other than on behalf of the tribe. The terms upon which the tribe authorised the land to be sold were these :—

Conditions upon which Major Kemp proposed to sell a block of land to the Government for a township at Horowhenua :—

- (1.) The township to be named “ Taitoko.”
- (2.) The acres for the township to be 4,000 acres, of which it is estimated that 1,280 acres will be on the east side of the railway, with two miles frontage to the railway, and the remainder of the land on the west side of the railway, also with two miles frontage.
- (3.) 100 acres, by estimation, to be reserved (made sacred) as a garden for the said town by the side of the Horowhenua lake ; the trustees for which garden shall be Major Kemp and His Excellency the Governor ; but when there is a Mayor or Council for the said town, then the said Mayor or Council shall be trustees with Major Kemp instead of His Excellency the Governor.
- (4.) 4 acres shall be reserved (made sacred) as a square for the said town with the same trustees as above mentioned for the garden.
- (5.) 10 acres shall be reserved (made sacred) as sites for schools or college under the law of New Zealand, the said schools to be for Native and European children.
- (6.) The remainder of the land, 3,886 of the said town, shall be sold to the government, and the survey of the said town shall be proceeded with forthwith ; and when a map has been completed the Government shall return every tenth section to Maories who shall be named by Major Kemp. The price of the land—that is for the 3,886 acres—shall be _____, but if Major Kemp and the Native Minister cannot agree as to price they shall refer the question to arbitration ; one arbitrator to be appointed by the Native Minister, and one by Major Kemp.
- (7.) The lakes Horowhenua and Papaitonga, and the streams issuing from them to the sea, and a chain around the borders of the lakes shall be reserved so that they may not be drained, for which purpose Major Kemp shall be appointed trustee.
- (8.) Major Kemp has also divided the owners of Horowhenua into 5 classes.
- (9.) If these proposals are approved by the Native Minister, Major Kemp will apply to the Native Land Court to subdivide the block in order that the town and each class of owners shall get their portion.

And we think, in addition to these terms, that it was distinctly arranged between Kemp and the Natives that the purchase money to be received for this block was to be expended in paying for the subdivisional surveys of the block, the boundary surveys having been paid for by the Crown. It will be noticed that the

most important of the above terms is that by which the Natives were to have received every tenth section of the suggested township. Kemp, at this time appears to have been in monetary difficulties, for in September he received £300, in November £200, and in December he asks for £3,000, and stated that as the Government have declined to purchase the land, he will talk that matter over later on. On the date of the telegram conveying this request (December 6th., 1886), but whether before or after its receipt we cannot say, it was decided by the Cabinet not to touch Horowhenua at present. The date of Kemp's telegram is material (December 6th), because it shows that he was aware that the Crown declined to purchase upon the terms which in the previous June he had submitted to the Under-Secretary. Kemp does not appear to have held any communication with his tribe informing them of the failure of his negotiations with the Crown; but on the 16th July, 1887, as he admits, without any further consultation with or authority from the tribe he had an interview with the Under-Secretary for Native Affairs, who offered to purchase the land at the price of 30s per acre. Three days later, namely on the 19th July, without any reference in any way to his tribe, he accepted the offer of the Under-Secretary, and on the following day received £2,500, the balance of the purchase-money being left at interest. It will be seen that this sale ignores every condition upon which alone Kemp was authorised by the tribe for whom he was trustee to sell. So far as we can ascertain, not a penny of the £2,500 Kemp received was accounted for to the tribe. Kemp holding a certificate of title was able to give a clear title to the Crown, and we can find nothing in the papers, nor is there anything in the evidence, to suggest that the Crown or its officers had notice of any trust or matter which rendered its or their action other than *bonâ fide*. The Crown charged as against the purchase-money the sums of £300 and £200, already mentioned as having been paid to Kemp, so that after payment of the £2,500 paid on completion of the purchase the Crown still owed £3,000 which it retained at interest. In December, 1889, Kemp received a sum of £150 as interest on the money in the Crown's possession. On the 7th May, 1890, he received a sum of £2,000. On the 20th March, 1891, he received the balance of the principal, namely £1,000 and interest to date, namely £60 13s. 8d., making a total of £6,210 13s. 8d. which he has received in connection with the sale of the subdivision, and of which he professes to be unable to give any account whatever. He has therefore not only in fraud of his tribe sold the land upon terms which they did not authorise and were not privy to, but in addition to this, having received the value of that land, he has not spent it in paying for the subdivisional surveys; and on his oath now states that he is unable to even suggest how any of it has been spent; and this although he states, when asked specifically about each particular sum, that he remembers the receipt of it. We can only arrive at the conclusion that Kemp has spent this money in a manner which he knows is unjustifiable, and that he gives no explanation of his expenditure not because he cannot, but because he will not or dare not do so. He is conducting business with various tribes in different parts of the country and employs a secretary, and it is in our opinion simply nonsense to say that he cannot account for any portion of this large sum of money. Moreover, if his evidence as set out in the minute-books of the Court of 1890 be correct, at that time he knew what he had expended and kept an account of it; for he there said, "my balance-sheet will show that I spent much more money than I have received on account of this tribe."

SUBDIVISION No. 3.

The Natives at the Land Court in 1886 agreed that certain members of the tribe, numbering 106, whose names are set out in list marked "A" annexed to our Commission (with this exception: that in that list the name Te Rangirurupuni, where it occurs opposite No. 34, should be struck out, and the name Te Rangimairehau substituted for it; Te Rangirurupuni having died, and his name appearing twice on the list—once as No. 34, and again as No. 74,—the names where it appears opposite to No. 34 being a clerical error, Te Rangimairehau being the name that should appear) should receive 105 acres each. It is probable that some of these received a larger share than they ought to have done;

but, the Natives having arranged this amongst themselves, titles having been issued and the land dealt with, and no complaints having been made to us, we have no suggestion to make with regard to this.

Kemp received from Mr. Bartholomew a sum of £500 for the right to cut timber on 1,000 acres of this section; this money does not appear to have been accounted for by Kemp.

SUBDIVISION No. 4,	containing 512 acres 1 rood 20 perches.
" No. 5,	" 4 acres.
" No. 7,	" 311 acres 3 roods 15 perches.
" No. 8,	" 264 acres 3 roods 15 perches.
" No. 13,	" 1 square foot.

These subdivisions were set apart by the tribe for certain individuals who, although members of the tribe, were not interested in the tribal lands to the same extent as the remaining members; and those subdivisions were given to the recipients in full satisfaction of their claims. No question has arisen with regard to those subdivisions. The names of the owners are set out in the second schedule to the Commission.

SUBDIVISION No. 6.

When, in 1875, the list of names of those comprising the tribe was made out, some persons, who were members of the tribe, were not mentioned; this mistake was discovered, and, in 1886, a list of the omitted names was compiled, and Subdivision No. 6 was set apart for those persons, making provision for each of them to receive 105 acres, which would put them on an equality with those members of the tribe who received a like area in Subdivision No. 3. This list of names was lost. After we had taken some evidence we adjourned, and the Natives and their professional advisers met and agreed upon a list of names of those who were entitled to receive 105 acres each in this subdivision. Those names are specified in the schedule hereto attached, numbered 1. In addition to these names thirteen other persons each claimed to be entitled to receive from the tribal lands 105 acres, and to be put on an equality with the owners of Subdivisions 3 and 6. We took evidence, and are of opinion that the claims of four of these persons are just; their names are set out in the schedule hereto attached, numbered 2.

The right to cut timber on this subdivision has been let to Mr. Bartholomew. The rents, or royalties, he pays are paid into the hands of two Native trustees, who are ready to pay the account to those entitled to the land. There are no complaints as to the administration of this fund.

SUBDIVISION No. 9.

This subdivision contains 1,200 acres. At the time of the death of Te Whatanui, a few of the Ngatiraukawa tribe were residing on or near the Horowhenua Lake, and after his death trouble arose between the Muaupoko and these Ngatiraukawa, both parties claiming the land. Houses were burned, and other acts of disorder took place, but both parties continued to remain on the land. The Land Court of 1873 was held. This Court awarded the land to Muaupoko, the members of which tribe endeavoured to turn off the Ngatiraukawa residing there. The Ngatiraukawa applied for a rehearing, which was refused. Pans were built, and shots fired, the Ngatiraukawa from other parts assembling to the assistance of their fellow tribesmen. Sir Donald McLean induced the leading Ngatiraukawa to come to Wellington; had Kawana Hunia, the chief of the Muaupoko arrested and brought to Wellington; and Kemp, who was at Whanganui, was sent for.

One of Te Whatanui's descendants was Pomare, a chief of Ngapuhi, residing at Auckland. Kemp alleges that he and Pomare had a meeting in 1872 in Auckland, and that Pomare asked him (Kemp) if he would give Te Whatanui's descendants a fair portion of the land, and that he (Kemp) had promised to do so; and that Pomare had, in reliance of this promise, not appeared before the Court in 1873 to substantiate the claims of Te Whatanui's descendants. The Court of 1873 set apart, for certain of Te Whatanui's descendants, a block of 100

acres known as Raumatangi. A meeting took place between Kemp and Sir Donald McLean in Wellington, and subsequently Sir Donald McLean met the Ngatiraukawa. The result of these arrangements was that an agreement was come to of which the following copy is set out in Turton's "Book of Deeds":—

HOROWHENUA BLOCK (NGATIRAUKAWA CLAIMS), MANAWATU DISTRICT.

WE the undersigned members of the Ngatihikitanga, Ngatipareraukawa, Ngatiparekowhatu, and Ngatikahoro hapus of Ngatiraukawa Tribe hereby acknowledge to have received from the General Government of New Zealand, by the hands of James Booth, Esquire, on this seventh day of February, one thousand eight hundred and seventy-four, the sum of one thousand and fifty pounds sterling, in recognition and final extinguishment of all our claims to that portion of the land lying on the west coast of the Province of Wellington. Bounded as follows: On the north by a line commencing at Tauteka's post on the sea-beach at Mahoenui, thence inland to Te Rua o Te Whatanui, thence in a direct line to the Ohau River, which it crosses at Tokaroa, thence along a line bearing eastward; on the east by the Tararua range to Pukemoremore; on the south by a direct line from Pukemoremore to the mouth of the Waiwiri Stream; on the west by the sea-coast from the mouth of the Waiwiri Stream to the commencing point at Mahoenui, as the same is more particularly delineated on the plan drawn hereon and colored red, excepting certain reserves hereafter to be surveyed between the Papaitonga Lake and the sea; these reserves being made with the full consent of Keepa te Rangihiwini, to whom this block in question, being part of the Horowhenua Block, was awarded by the Native Land Court. We hereby agree not to alienate or mortgage any of the above reserves.

Matene te Whiwhi.	Aohau Nikitini.
Na Keraipe te Puke.	Ngawiki Tuainuku x her mark.
Horomona Toremai x his mark.	Kipihana te Kanaroa.
Watene te Waewae.	Tamihana te Ruaparaha.
Nerehana te Paea.	Rakapa Topeora x her mark.
Rakera Kipihana.	

Signed by Matene te Whiwhi and others, the word "range" between "Tararua" and "on" in the eleventh line from the top having been previously inserted in the presence of—

T. E. Young, Translator and Interpreter, Gen. Govt., Wellington.
Roera Hukiki.
Hoani Taipua.

I hereby agree to allow the reserves mentioned above to be made for the Ngatiraukawa hapus whose representatives have signed the above receipt, but only for those of them who have been permanent residents on the block in question.

MEIHA KEEPA TE RANGIHIWINUI.
9th February, 1874.

Witness—T. E. Young.

I, Keepa te Rangihiwini, on behalf of myself and the Muaupoko Tribe whose names are registered in the Native Land Courts as being the persons interested in the Horowhenua Block, hereby agree to convey by way of gift to certain of the descendants of Te Whatanui, to be hereafter nominated, a piece of land within the said Horowhenua Block, near the Horowhenua Lake, containing one thousand three hundred acres (1,300) the position and boundaries to be fixed by actual survey. The said piece of land to be conveyed in such a manner as will prevent its alienation by sale or mortgage by the persons to whom it is to be conveyed.

MEIHA KEEPA TE RANGIHIWINUI,
11th February, 1874.

Signed by the said Keepa te Rangihiwini this eleventh day of February, 1874, in the presence of—

J. H. H. St. John, Inspect. A.C., J.P.,
T. E. Young, Translator Native Dept., Wellington.

A true copy of the original receipt.

H. HANSON TURTON.

Wellington, December, 1873.

The Ngatiraukawa claimed a strip of country extending from the sea along the southern boundary to the back of the block.

Our interpretation of the agreement come to is that the Crown paid £1,050 to extinguish these claims, Kemp agreeing to give 1,300 acres, and to make certain reserves for the Ngatiraukawa between Papaitonga and the sea. It would seem from subsequent events which transpired that either "1,300" acres was inserted by mistake for "1,200," or that the 100 acres at Raumatangi were to be taken into account. Kemp admits that, in addition to 1,300 acres, reserves were to be made between Papaitonga and the sea; he will not locate them, but states "he has them in his mind." The consent of the Muaupoko Tribe was never obtained to this arrangement, but they have acquiesced in it so far as the 1,200 acres are concerned, and we have no doubt, although they now allege Kemp

acted without authority, that the tribe would have consented to anything he did. In 1886 the Muaupoko set aside 1,200 acres in pursuance of the agreement with Sir Donald McLean. This is what is now Block XIV. The Ngatiraukawa objected to the situation of this land, and therefore a section near Lake Horowhenua was set aside. This section appears, although we can get no direct evidence on this point, to have been in a different situation to that in which No. 9 now is; and ultimately Section No. 9, as now existing, was laid off containing 1,200 acres. There is no permanent water except swamp on this subdivision, and it will be noticed that the land does not touch either the Hokio Stream or the Horowhenua Lake, from which places a considerable amount of the food supply of the Natives comes.

There are two classes of claimants to this land; one, the lineal descendants of Te Whatanui, who have never resided on it, and the other those who are descended from Te Whatanui's sister, Hitau, who and whose descendants have continuously resided on the block.

The former class base their claim on the wording of the agreement "descendants of Te Whatanui" and Kemp's alleged promise to Pomare. The latter claim that these words are not to be read in their ordinary sense, but as indicating a class of persons who were living on the land, and were those who comprised the Te Whatanui's settlement. In our opinion the latter claim is the just one. It is impossible to conceive that if Te Whatanui's lineal descendants were entitled to this large block of land, they would have been satisfied with 100 acres at Raumatangi which was given to them in 1873; and yet no claim whatever is made by them until 1,200 acres were set aside under Kemp's agreement with Sir Donald McLean. On the other hand, it is evident that Sir Donald McLean, who had all the parties before him, was satisfied that the Ngatiraukawa who were causing all the disturbance, and not the lineal descendants of the Te Whatanui, had claims; for he paid £1,050 to extinguish them, and prevailed on Kemp to agree to set aside 1,200 acres, and also make reserves. Nor does our view conflict with the decision of the Supreme Court given in 1895.

The facts leading up to this decision were as follows:—

In 1890 an Order in Council was issued directing the Native Land Court to ascertain and determine which of the descendants of Te Whatanui were entitled, and in what relative proportions, to a share in the said piece of land, and to make such order or orders in their behalf, as the nature of the case might require.

The Native Land Court awarded 400 acres to the second class of claimants mentioned above, who appealed; and the Appellate Court varied the judgment by awarding 600 acres to each class. Thereupon the first class applied to the Supreme Court to prohibit the Appellate Court from carrying its judgment into effect, on the grounds that the words in the Order in Council "descendants" meant in English law "lineal descendants." The Supreme Court affirmed this view, but its decision was not on the terms of the agreement, but on the terms of the Order in Council. Had the Supreme Court been called upon to interpret the agreement, a vast amount of evidence as to the situation of the parties, &c., would have been before it which was not before, when it was called upon to decide the technical meaning of a word in the Order in Council. That both the Native Land Court, and the Supreme Court felt, if the Judges are reported correctly, that the matter should not be allowed to rest is evident from the judgments. In the judgment of the Native Land Court (Appellate) it is stated:—

"A difficulty was raised in this Court at the commencement of the case, because it was said that the appellants were not such descendants, being descended from Hitau, a sister of Te Whatanui. It is perhaps whether they are descendants according to the European meaning of the term. We think the Order in Council should have empowered the Court to enquire and determine who were the persons entitled under the deed of gift upon which the Order in Council was founded. It is probable that if this objection had been raised at the first hearing, the Court, after hearing the evidence, would have made a special report, with a view to the wording of the Order in Council being reconsidered. As, however, the Pomare party did not at the first hearing dispute the right of the descendants of Hitau to be admitted, we have not thought it right to allow that question to be raised for the first time in the Appellate Court."

In the Supreme Court, the Chief Justice said :—

“ So far as I can see, it is a matter of regret that this application should be made, for it seems highly probable that the Executive Government will be asked to enlarge the scope of the enquiry, and that that application will be successful.”

The names of those who we think are entitled to this land are set out in the third schedule attached hereto. Some of these persons are dead, and on their representatives obtaining succession, ordered in the Native Land Court in the ordinary way, would be entitled to their deceased parents' shares. Both from a personal inspection of the ground and the evidence, it is apparent to us that it would be absurd to lay off reserves between Papaitonga and the sea. These reserves would be small in area and non-contiguous; they would be of little benefit to the owners, and would seriously affect the remainder of the land. The houses of the Ngatiraukawa residing on the land are not on Section No. 9, but between it and the Hokio Stream, whilst none of the Muaupoko houses are either on Section No. 9 or between it and the Hokio Stream. We suggest that, instead of laying off the reserves already referred to, the northern boundary of Section No. 9, commencing at Ruamatangi, and thence to the point where the boundary bends to the southward, to avoid the Owhega burial-place, be made coincident with the southern boundary of the Hokio Stream, and that the owners of this subdivision should have the right to fish and erect eel-weirs in that stream. This course would not effect the Muaupoko injuriously, but, on the contrary, will extinguish the claim to reserves on Block No. 11, whilst it will give the Ngatiraukawa a fishing-ground and the land on which their houses stand, and also give them their land in one block, instead of 1,200 acres in one block, with reserves of small area scattered about Block No. 11.

SUBDIVISION No. 11.

This is the block upon which the tribe, prior to 1886, had their residences and their principal cultivations, and out of this Subdivision No. 9 has been cut. On it the State Farm and the village settlements are situated. It fronts the Horowhenua Lake, and contains, besides numerous lagoons, the Hokio Stream, and borders the Waiwiri Lake and Stream; so that to the resident Natives it is the most important part of the whole Horowhenua Block.

In 1886, the land being in Kemp's name as nominal owner merely, this block was cut out by the subdivision Court and a certificate of title directed to issue in the name of Kemp and Warena Hunia, the younger son of Kawana Hunia. It is impossible now to ascertain why this was done—the evidence is conflicting, and we cannot place any reliance on what either side says. Warena Hunia contends that this land was given to himself and Kemp as absolute owners, unhampered by any trust or obligation; but he admits that, as a Maori chief, he ought to provide for poor members of his hapu of the tribe; he claims that his position towards them is the same as that which exists amongst Europeans, that the duty cast upon him was exactly the same duty, and no greater, than is cast upon the rich to provide for the poor amongst us; and without prejudice to the position he has taken up, he has put in a list of those whom he is willing to provide for. We are of opinion that his claim cannot for a moment be recognised; we find no evidence which points in the remotest degree to Kemp and Warena Hunia being entitled to this large block of land, which contained the pas, cultivations, burying-places, and fishing-grounds of the tribe.

Warena Hunia made, so far as we can ascertain, no attempt to prove an absolute ownership of the land in 1886, and it seems much more probable that, so far from it being the intention of the tribe to allow any one person to be, even nominally, in the position of owner, they took care, by placing Warena Hunia's name with Kemp's in the title, to have two trustees instead of one. Wirihana, Warena's elder brother, is a shrewd, intelligent man, and the last, we think, to allow his younger brother to take what was his (Wirihana's).

The evidence goes to show that considerable discussion took place amongst the members of the tribe as to whose name should be in the title—that Wirihana's name was objected to and Warena's finally put in. All this is entirely

inconsistent with the land being the absolute property of Warena. In 1890 the land was subdivided by the Court, the title of that on the south side of the Hokio Stream being issued to Warena Hunia, and that to the north to Kemp. From this time Warena Hunia, probably at the instigation of his brother Wirihana, asserts an absolute title in himself, though he has not, as against the tribe, exercised acts of ownership. Natives continued to run their sheep in common over the land. Hunia brought an action in the Supreme Court against Kemp, claiming, not that Kemp was a trustee, but that Kemp and he were joint owners, and demanding accounts from Kemp. This action was never proceeded with; why, if Hunia honestly believed in his claim, it is hard to say, but easily understood if Hunia feared that the Court would add members of the tribe as parties to the suit, so that Hunia's true position as a trustee would be determined. We cannot find a vestige of evidence to show that Hunia held this land in any other way than Kemp held it before 1886—viz., as a trustee for the tribe.

The larger portion of the block to the north of the Hokio Stream has been leased by Kemp, and he or his nominees have received the rents.

The portion of the block to the south of the Hokio, with the exception of the State farm and village settlements, has been continuously, and still is, in the occupation of the Natives.

On the 21st October, 1893, Warena Hunia executed a transfer to the Crown of 1,500 acres of this subdivision in consideration of the sum of £6,000. No part of the consideration was paid them. On the transfer being produced at the Land Transfer Office for registration, it was found that registration was forbidden by a caveat. Proceedings were taken in the Supreme Court by Kemp and other members of the tribe to establish the fact that Hunia was a trustee, and the Court of Appeal upheld the decision of the Supreme Court that Hunia was such a trustee. Notwithstanding that registration of the transfer could not be effected, the Crown, on the 1st day of September, 1894, paid Hunia the sum of £2,000, the voucher for which is as follows:—

NEW ZEALAND.

Treasury Voucher, No. 25368.

Received for audit 22nd August, 1894.

Native Land Purchase Department.—Dr. to Warena te Hakeke.

Wellington Provincial District.—Manawatu District.

Part of Horowhenua No. 11 Block. 1,500 acres; price, £6,000.

Audit.—Aug. 23, 1894.—For payment.

1893.

J. C. G.

Oct. 21.—Payment on account of his interest in the above-named block of land £2,000

Claimant: Warena te Hakeke.

Address: Bulls.

Approved: J. McK.—20/8/94.

Total £2,000

I CERTIFY that, to the best of my belief and knowledge, the foregoing account is true and correct in every particular, and that the payee has signed the deed of conveyance to Her Majesty.

P. SHERIDAN.

Native Land Purchase.—August 20/94. Approved: P. Sheridan.

RECEIVED from the Paymaster-General, by cheque No. 39, on Bulls, countersigned this 1st day of September, 1894, by C. E. Nicholas, Esq., the sum of two thousand pounds in full payment of the above account.

Witness: C. E. Nicholas.

WARENA TE HAKEKE.

I certify that the payee has been satisfactorily identified by me.

DONALD FRASER.

There is, we think, no doubt that the officers of the Crown knew at the time of the payment that this was a trust property. Attention had been twice drawn to the matter by questions in Parliament, and, indeed, the light in which the officers of the Crown viewed the matter is shown in a memorandum enclosed in a letter, dated 12th July, 1894, from the Under-Secretary for Native Affairs to the Chairman of the Native Affairs Committee of the House of Representatives, as follows:—

Report on petition of Major Kemp Rangihwinui re Horowhenua Block. An analysis of the title of the Horowhenua Block does not disclose any evidence of a trust, or of any implied trust, after the partition of 1886 which had the effect of for the first time bringing the land under the European title. The facts, otherwise, so far as they go, appear to be very clearly and fairly set out.

It would be impossible for the department to furnish any report which would enable the Committee to come to a conclusion without hearing the whole of the evidence on both sides. In purchasing 1,500 acres of land from Warena Hunia, the Land Purchase Department was not unaware of the alleged trust, but the view taken of the matter was that, under any circumstances, Warena's undivided interest in the land was at least equal to the area conveyed. This matter was not referred to in the petition, but will no doubt crop up before the Committee when the petition is under consideration.

The tribe did not receive any portion of the before-mentioned sum of £2,000; the whole was appropriated by Hunia to his own use.

It is impossible to say, owing to the utter unreliability of the evidence, what share Kawana Hunia was really entitled to. That he or Kemp were, as they posed, the saviours of the tribe is, we think, nonsense. Te Whatanui was the person who saved the tribe, and it was only on his death, after European occupation of the country, and after the tribe relying on his protection had returned to the land, that Kawana Hunia and Kemp came to the fore. Whatever they have done to entitle them to a larger share of the block than any one else has been done since then. It seems, however, to be generally admitted that Kawana Hunia and Kemp were each entitled to a much larger share of the land than any other individual members of the tribe, and we cannot ascertain that either Kemp or Kawana Hunia was entitled the one to more than the other.

The Natives gave Kemp Subdivision No. 10, containing 800 acres, and Subdivision No. 1, containing 76 acres, making in all 876 acres. These gifts, however, it seems to us were not in satisfaction of, but in addition to Kemp's share of the land. Kemp has, by his misappropriation of moneys, received for the township section £6,000 and interest, and we think this sum should be taken as in full settlement of his rights to share in the block. Kawana Hunia is entitled to receive a similar amount from the tribal estate.

It was admitted on all sides that the purchase of the State farm was an excellent thing for the district, and that the price, £4 per acre, was a fair one. No complaint was made by the Natives as to the sale or the price; what they objected to was to Hunia receiving the purchase-money. The farm does not interfere with any of the dwellings or cultivations of the Natives, and the land, covered as it was with bush, was practically useless to them before the Crown took possession of it. Under all the circumstances we have no hesitation in expressing the opinion that the best thing for all persons interested would be to complete the purchase, treating the farm as Kawana Hunia's share in the block. £4,000 of the purchase-money remains in the hands of the Crown. The total purchase-money, £6,000, would belong to the representatives of Kawana on their proving succession, and Warena and Wirihana Hunia would, before they received any further portion, have, as between themselves and the remainder of Kawana's successors, to bring the £2,000 already paid into account.

The names of the persons who, so far as we can ascertain, are entitled to Block No. 11 are set out in the fourth schedule hereto attached; and as it is, we think, owing to the quality of the evidence forthcoming, impossible to fix accurately the shares of each person, the only solution of the difficulty is to declare them to be entitled to equal shares.

In the early days of the colony a white man, named Hector McDonald, took up his residence at Horowhenua, leasing the land from Te Whatanui and the Natives. One of his sons—John—still leases that part of Block No. 11 to the northward of the Hokio Stream. Another son—Hector—resides on the block in what was his father's house, on the banks of the Hokio Stream, a short distance below where the stream makes its exit from the lake. The Natives have allowed the McDonald family to occupy this house from the time of its erection, and Hector McDonald (the father) and other members of the family have been buried on the block a short distance from the house. The McDonald's have always been on excellent terms with the Natives, and considering this, and the almost superstitious veneration the Natives have for the resting-place of the dead, we think the Natives would have no objection to a reserve being made of, say, 10 acres, to include the residence of Hector McDonald and the burying-place of the family.

We venture therefore to bring this matter before you, although it is beyond the scope of our Commission.

SUBDIVISION No. 12.

In 1886 this block was vested in Ihaia Taueki as a trustee for the tribe. It is bush-covered mountainous country of comparatively little value. It has not been dealt with, and forms part of the tribal lands, and, so far as we can ascertain, belongs to the same persons as are entitled to subdivision No. 11, with the addition of certain names set out in the fifth schedule hereto attached in equal shares.

SUBDIVISION No. 14.

This was cut off in 1886 for the purpose of being given to the Ngatiraukawa in fulfilment of Kemp's agreement with Sir Donald McLean. It was originally marked off to the eastward of the railway line and subsequently, but by what authority we are unable to discover, its boundaries were altered so that its western boundary included the Waiwiri Lake. A certificate of title was issued in Kemp's name, but nothing took place in the Courts of 1873 and 1886, to show that Kemp held this land upon any different conditions to that on which he held the rest of the tribal lands.

Kemp now alleges that this subdivision is his own absolute property. We are of opinion that he has not the least right to support his assertions. He gives three different accounts of how it became his: By descent from his ancestors; by gift from another Native, Noa; and that it was set aside for him by the tribe in 1886. We venture to assert that no land held by a Maori by virtue of ancestral title was ever laid off by the Natives with boundaries as this piece has been, and if the land were Kemp's by descent, he could have named its boundaries. He was pressed to do this, but would not do so. Moreover, if his title by descent is good, of what virtue are the alleged gifts from Noa and the tribe? In addition to this there is the evidence of five leading Natives of Kemp's party of the tribe who were called to prove the land to be his, each of whom proved conclusively, if their evidence is to be believed, that it was not so. A deed of release prepared on Kemp's behalf was taken from the Natives in 1892. This deed contains no statement or reference to this being Kemp's private property, and does not refer to it in any way apart from the tribal lands. In our opinion, there is no doubt that this land forms part of the tribal estate. Kemp stated to us that when he made the agreement with Sir Donald McLean, he intended to give the Ngatiraukawa 1,200 acres of his own land. But he has given 1,200 acres of the tribe's land, and if his statement be correct, this subdivision should go to replace that which he has taken from the tribe. Kemp, holding the land under certificate of title under the Land Transfer Act, was in a position to grant transfers, mortgages, or leases which would hold good against the tribe in the absence of notice to the transferee, mortgagee, or lessee, that the property was subject to a trust.

Sir Walter Buller has purchased part of this subdivision, and taken the remainder on lease. On the 20th May, 1892, Kemp, in consideration of the sum of £40, transferred 2 acres 1 rood to Sir W. Buller. The piece of land transferred was a small block cut off by Lake Waiwiri from the remainder of Subdivision No. 14, and the price paid was the full value of the land.

On 20th May, 1892, the date of the above-mentioned transfer, Kemp executed a lease to Sir Walter Buller of 581 acres 2 roods 16 perches, being all that portion of Block No. XIV., which lies to the westward of the railway line, for the period of 21 years, at a yearly rental of £60 per annum, payable half-yearly in advance. This lease contains no covenants or powers beyond those implied by the Land Transfer Act, except that a right is reserved to Kemp to enter the land for the purpose of catching eels.

On 31st October, 1892, Kemp, by transfer, transferred 8 acres 3 roods 20 perches, being a small area cut off from the rest of the block by a deep and almost impassable gully, to Sir Walter Buller, in consideration of the sum of £87 10s. In this case, as in the case of the former transfer, the price paid seems to be the full value of the land.

On the same date (31st October, 1892) Kemp leased a piece of the subdivision on the eastern side of the railway, for the term of six years, from the

20th May, 1913, at the yearly rental of £25, payable half-yearly in advance, the first payment to commence on the 20th May, 1913. No covenants beyond those implied by law are contained in this lease except one, that Sir Walter Buller will pay the arrears of rates amounting to £8, which were owing in respect to the land.

It appears that Kemp had entered into an agreement with Peter Bartholomew, a sawmiller, by which the latter had the right to cut and remove timber, and that the last-mentioned lease was made to commence from the 20th May, 1913, at which date Mr. Bartholomew's agreement expires.

By lease dated the 5th September, 1892, Kemp leased the remainder of the subdivision to Sir Walter Buller, for the term of twenty-seven years, from the 20th May, 1892, at the yearly rental of one peppercorn for the first six years (*i.e.* till Mr. Bartholomew's agreement expires), and during the remainder of the term at the yearly rental of £64, payable half-yearly in advance. No covenants are contained in this lease, other than those implied by law, save that Sir Walter Buller will pay £40 overdue rates, and that he will respect the agreement entered into with Mr. Bartholomew.

The position of the subdivision then is that, with the exception of two small pieces amounting together to 11 acres and 20 poles, which have been sold to Sir Walter Buller, the whole of the block of 1,200 acres has been leased as follows :

That portion to the westward of the railway-line for twenty-one years, from the 20th May, 1892, at a yearly rental of £60; that to the eastward of the railway-line, one block for six years from the 20th May, 1913, at a yearly rental of one peppercorn for the first six years, and £64 for the remainder of the term, without any covenants for the benefit of the lessor, except those implied by law, save that £48 arrears of rates at the time the leases were granted, should be paid by the lessee.

Sir Walter Buller's estimate of the value of the land is £4 per acre. Mr. John McDonald, who is a practical farmer and knows the land intimately, values it at nearly double that sum; whilst the experts who valued the ground at our request value it at £6 10s. per acre. But taking Sir Walter Buller's opinion as correct, a grievous wrong has, we think, been done to the tribe by leasing the land for such long periods at such a low rental.

In October, 1894, an action brought by Kemp and others in the interests of the tribe against Hunia came on for trial at Wanganui. Mr. Edwards was solicitor for the plaintiffs, Sir Walter Buller (according to his own evidence) assisting and instructing him. Kemp had undertaken to make a payment to his solicitor on account of costs before the case came on, but he did not do so. The day before, or two days before, the action was to be heard Mr. Edwards refused to go on with the case unless £500 were paid to him. Kemp had not the money, and Sir Walter Buller advanced it. A mortgage was prepared, taken at once to a Trust Commissioner, who, as all the parties were before him and were satisfied with the transaction, granted the certificate. The Trust Commissioner was, in granting this certificate, within the law, for although notice of the application for it was not gazetted, the land was held under certificate of title, the parties were before him, and he had Kemp's sworn statement that the land was not subject to a trust. The mortgage was not given merely to secure the £500 which was the primary cause of its existence, nor even to secure the costs of the action, but to secure in addition to the £500 the balance due upon the account current between the parties, then advanced and owing, and for moneys which might thereafter be advanced and owing by the mortgagee to the mortgagor, or otherwise howsoever, with interest at 8 per cent. per annum. Practically on the day of the trial, when Kemp was in the position of having to raise £500 to see the action struck out, a mortgage is given by him—not for the sum advanced—but for unknown sums, to Sir Walter Buller, who for years acted as his confidential adviser, and who already held leases (prepared without Kemp having independent legal advice) of the land mortgaged, which did not expire for a long period, at a very low rent.

Before us at Levin, Sir Walter Buller stated that he did not know what was owing under the mortgage, that he would have to communicate with Kemp, and, on resuming our sitting after a fortnight's adjournment, he produced an account showing that, exclusive of interest, he claimed £2,920 10s. 7d. to be secured by this mortgage. Whether these leases and this mortgage would be upheld by a Court of Equity is a matter of law which the Courts alone can decide. It seems to us a matter of grave doubt whether the Courts would not hold, apart from any question as to whether Sir Walter Buller had or had not notice that the property was trust property, that as Kemp had not independent legal advice, as the parties were not at "arms length," as the rental is greatly under the real annual value, and as the mortgage was given when Kemp was in a position which practically left him no option, and was given to secure unknown amounts, Sir Walter Buller's position with Kemp was such that the leases and mortgages (except as to the £500 advanced when it was given) must be set aside.

The following parallel columns set out the specific matters we were charged to inquire into, and shortly our opinion with regard to them:—

(1.) As to the existence and nature of any trust or equitable obligation or undertaking, express or implied, affecting the said block, or any part thereof, or the proceedings thereof, in the hands of Keepa te Rangihwinui and Warena te Hakeke (hereinafter called "the nominal owners"), or, either or them.

(2.) What alienations prior to or subsequent to the division of the said block have been made by the nominal owners, or by either of them, and what moneys have come to their hands, or to the hands of either of them, by virtue thereof or by virtue of any other dealing with the said block, or any portion thereof;

(1.) Except Subdivisions 1, 9, and 10, the whole of the Horowhenua Block was subject to a trust for the members of the Muaupoko Tribe, and Subdivision 9 is subject to a trust for the members of the Ngatirauka Tribe mentioned in the third schedule attached hereto.

(2.) Subdivision No. 1 has been transferred to the Wellington-Manawatu Railway Company by Kemp.

Subdivision No. 2 has been transferred for £6,000 to the Crown.

Subdivisions 3, 4, 5, 7, 8, and 15 have been transferred to the Native owners.

An attempt has been made to transfer a portion of Subdivision No. 11 to the Crown.

Two small portions of Subdivision No. 14 have been transferred to Sir Walter Buller.

Kemp has received at least £12,000 in connection with the block, and the sum of £2,000 has been received by Warena Hunia in respect of his attempted sale to the Crown.

(3.) What moneys (if any) are legally or equitably due or owing by the nominal owners, or either of them, to the registered owners, or to any other persons who shall be found by the Court to be entitled, and in what proportions, in respect of any dealing or other matter as aforesaid.

(3.) Kemp will give no account of what he has done with the moneys he received, and is therefore chargeable with the whole amount. We have no doubt, whilst he can account for considerable portions of the money, there are large sums which he has honestly spent for the benefit of the tribe, and of which he has kept no account. Large sums have been, doubtless, spent in litigation. The action at Wanganui between Hunia and Kemp alone seems to have cost £992 10s., but this litigation would have been unnecessary had Kemp realised and acted up to his position as a trustee. After allowing Kemp for all moneys we can find that he has paid, and also for his own share of the rents received, he appears to us to be indebted to the owners of subdivision No. 11 in at least the sum of £1,500, being £1,000 rents unaccounted for, and £500 received by him for the right to cut timber. He is also indebted to the owners of Subdivision No. 3 in the sum of £500 received by him for timber-cutting rights. These sums do not include any interest.

In addition to these sums Kemp is accountable, should it be decided that Subdivision No. 14 is part of the tribal estate, for the rent he has received in respect of it, save in so far as Warena Hunia is one of the owners of Subdivision No. 11, Kemp is not indebted to him.

The money owing by Kemp should, if recovered from him, be divided as to the sum of £500 received for timber on Subdivision No. 3 in equal shares amongst the original owners of that subdivision, and the balance, £1,500, in equal shares amongst the persons mentioned in the fourth schedule hereto attached.

Warena Hunia also received from the Crown the sum of £2,000, but this should be treated as part of the purchase-money for the share of Kawana Hunia in the tribal land. Certain of the Natives interested gave a deed of release to Kemp in October, 1892. This deed forms one of the exhibits to the evidence. It was prepared by Sir Walter Buller on Kemp's behalf. The Natives had no independent advice, and were not parties to the preparation of the deed. They were asked to meet, and a considerable number did so, when Sir Walter Buller explained the deed to them, and a number signed it. Other Natives subsequently signed it, but we are satisfied that, whilst the deed was truly read to them, they were not aware what were their legal rights, and what were Kemp's liabilities to them. Broughton, an educated and intelligent half-cast, tells us that he was sent for, and came from his work thinking he was about to sign a petition to Parliament. He came to where the Natives were, and heard Sir Walter Buller reading the deed, and signed it when requested to do so. He did not know its contents. After we adjourned a number of Natives came to us to repudiate their alleged signatures to the deed, and we feel confident that no Court would recognise this deed as a bar to an action for accounts by the Natives against Kemp.

(4.) What moneys (if any) are legally or equitably due or owing by, or or should be refunded by, the nominal owners, or either of them, to Her Majesty on account of any dealing or transaction with Her Majesty in relation to the said block, or any portion thereof?

(4.) The Crown has no claim against either Kemp or Hunia.

(5.) What moneys (if any) are legally or equitably due or owing by either of the nominal owners to the other of them by reason of any dealing or other matter aforesaid?

(5.) Whirihana Hunia and Warena Hunia are entitled to receive from Kemp, in common with the other members of the tribe, their share of the amount Kemp owes the tribe.

(6.) Who are the persons for whose benefit it was arranged between the said Keepa te Rangihwinui and the late Sir Donald McLean, in the year one thousand eight hundred and seventy-four, that one thousand two hundred acres of the said block now represented by division number nine should be set apart?

(6.) The names of these persons are set out in the third schedule attached hereto.

(7.) On the division by the Native Land Court as aforesaid, was division number fourteen of the said block in the first instance vested in the said Keepa te Rangihwinui for the purpose of carrying out the said arrangement between himself and the late Sir Donald McLean, and, if so, should the said Keepa te Rangihwinui have returned it to the registered owners when, at the request of the persons claiming to be interested under the said arrangement, division number nine was set apart in lieu of division number fourteen?

(7.) Yes.

(8.) Whether at the time of any dealings with any portion of the said block by any person other than Her Majesty, or any officer or servant of the Government of the colony acting on Her behalf, the land so dealt with was subject to any duly published and then subsisting notice under the provisions of "The Government Native Land Purchases Act, 1877," or any other Act relating to the acquisition of land from Natives by the Crown?

(8.) On the 26th June, 1878, by Proclamation published in the *New Zealand Gazette*, under the provisions of "The Government Native Land Purchase Act, 1877," it was notified that money had been paid by or on behalf of the Queen for the purchase or acquisition of, *inter alia*, the Horowhenua Block, and further that negotiations in respect of such purchase had been entered into by or on behalf of Her Majesty. No notice of this Proclamation or

caveat in respect of it appears to have been registered against the land in the Land Transfer Office. This Proclamation appears to have been withdrawn except with respect to Subdivision No. 10 (see *Gazette* No. 69, 30th December, 1886). It would appear either that the Proclamation was lost sight of, or that it was treated as having lapsed and become obsolete, for not only was no caveat entered in respect to it, but when “The Native Land Purchase Act, 1892,” was passed, a fresh Proclamation was gazetted, this was quite unnecessary had it been intended that the Proclamation of 1878 should be treated as still existing. Whether the Proclamation of 1892 was valid seems to us a matter of doubt. That Act contemplates the *bonâ fide* entering into negotiations by the Crown for the acquisition of Native land as a condition precedent to the issue of a Proclamation. The evidence before us shows that no such negotiations were entered into. Two Government officers went to Kemp, who was found in a billiard-saloon, paid him the sum of £5, for which Kemp signed a receipt as follows :—

1892, 10th October.—Payment on account of my interest in the Horowhenua No. 11 Block, containing 14,975 acres, which I hereby agree to sell to Her Majesty the Queen.

No negotiations whatever, either before or at any time subsequently to the payment of this £5 to Kemp for the acquisition of this land, or in respect of this transaction, took place; and it is admitted that this was a mere colourable negotiation which it was thought would find jurisdiction for the issue of this Proclamation, the object of the Proclamation being to prevent the Natives selling the land and denuding themselves of everything. Another reason which suggests that the Proclamation of 1878 was treated as no longer existing, is that the Legislature by the “Native Land Court Act Amendment Act, 1891,” section 3, provided that sections numbered 6, 11, 12 of the Horowhenua Block should be inalienable until the termination of next session of the General Assembly. The Crown is not named in this Act, and if the Proclamation of 1878 were treated as subsisting, this provision was entirely unnecessary. Furthermore, a large number of dealings have taken place since 1878, and have been duly registered in the Land Transfer Office with respect to the estates of different owners in Subdivision 3, as will be seen on reference to the epitome of title forming one of the exhibits in evidence. It is a question of law upon which we cannot presume to offer an opinion as to whether, if the Proclamation of 1878 is still in existence, the whole of these dealings are not invalid, in which case the Assurance Fund under the Land Transfer Act would possibly be called upon to make good the losses sustained by the settlers who have *bonâ fide* purchased, cleared, built upon, and improved the land transferred to them.

(9.) As to the *bona fides* on the part of the purchaser, lessee, mortgagor, or mortgagee of any portion of the said block in respect whereof a trust or equitable obligation or undertaking as aforesaid shall be found to exist: And whether any person who has acquired any estate or interest in such land from the nominal owners, or either of them, acquired the same fraudulently, or with knowledge of any such trust or equitable obligation or undertaking.

(9.) At the time the Crown purchased from Warena Hunia, part of Subdivision No. 11, it had notice that this subdivision was tribal land, and that Hunia held it in trust for the tribe. As to Sir Walter Buller's transactions with regard to Subdivision No. 14, we think that, at any rate as to some if not all of them, he had express notice that the land dealt with was subject to a trust, and that even if he had not express notice of a trust he was, with regard to all his transactions, so far put upon inquiry that he had implied notice of the trust. He has been Kemp's solicitor (except when in England) since 1874. He left New Zealand in 1886, prior to the sitting of the Subdivisional Court in that year, and prior to his leaving, according to his own evidence, he “Got a verbal promise from Kemp, that as soon as he had perfected his title and subdivision, he would give me a lease of the Papaitonga and adjacent land.” From 1874 to 1886, Sir Walter Buller states that, “I acted off and on, practically always as Major Kemp's solicitor in the Native Land Court, and elsewhere.” At the time Kemp made this promise to Sir Walter Buller he held one certificate of title issued in 1873 for the whole block, admittedly as trustee for the tribe. On Sir Walter Buller's return to the colony, he finds that the Subdivisional Court of 1886 had issued titles to Kemp for the different

subdivisions, but he does not suggest that he thought Kemp held all of them as absolute owner, and we cannot understand why he should have assumed that Kemp held in his own right Subdivision No. 14, which was held by Kemp formerly under the certificate of 1873 as part of the tribal land, or why he made no inquiry as to whether Kemp held that subdivision as absolute owner; and if so, why, seeing that he held it as part of the tribal lands prior to 1886. Sir Walter Buller inquired of the tribe as to the positions of Subdivisions Nos. 2, 6, 9, 11, and 12, but says he made no inquiries as to Subdivision No. 14. The following is part of his examination on this point:—

Q. What steps did you take to ascertain whether or not there was any question of trust as regards Block 14?

A. None whatever beyond obtaining Major Kemp's statutory declaration as required by law for the time being.

And later on—

I was perfectly satisfied. I made no more inquiries than the Trust Commissioner made.

Q. Notwithstanding the fact that you were aware a question of trust had been raised?

A. I presume I was aware,—but I was not concerned professionally.

In October, 1892, Sir Walter Buller prepared a release from the tribe to Kemp in which is a distinct admission of the existence of a trust. Sir Walter Buller's evidence as to the preparation of this deed is as follows:—

"Hearing that an action had been commenced by Warena against Kemp for the filing of accounts, and knowing as I did that Major Kemp had been for many years receiving rents and other moneys in respect of the Horowhenua Block; knowing as I did that my client, Major Kemp, had never taken a receipt and had not kept account-books of any sort or kind, I conferred with Mr. Henry Bell, who had been acting for Major Kemp, and had ceased to act for him, and thereon advised Major Kemp to obtain from the people, if they would give it, a proper discharge, pointing out to him that he might be inconvenienced by the fact that he had never kept accounts, and had never taken the precaution of asking for receipts. Major Kemp said he would leave himself entirely in my hands. I then prepared, with the utmost care, a deed of release, discharge, and confirmation."

This deed, prepared by Sir Walter Buller himself, after reciting that, on the 10th day of April, 1873, a certificate of title, under the 17th section of "The Native Lands Act, 1867," was issued by the Native Land Court for the Horowhenua Block, containing 5,200 acres of land, in the name of Kemp, contains this recital:—"And whereas the said Keepa te Rangihwinui, as such certificated owner, was in law, and in fact, trustee for the registered owners, and liable to account to them for all rents and profits received by him for or on account of the said Horowhenua Block, or any part thereof."

From the time Sir Walter Buller returned to New Zealand in 1890, up to July, 1892, he appears to have acted as Kemp's confidential friend and adviser; and, in July, 1892, he was retained to act professionally as solicitor for Kemp and a large number of the tribe. Whilst these were the relationships between the parties, the leases and transfers previously referred to were executed. The following are the dates of the various transactions:—

1892, 20th May.—Transfer.

1892, 20th May.—Lease.

1892, 18th July.—Retainer for Kemp and tribe.

1892, 5th September.—Lease.

1892, 19th October.—Release containing recital of trust.

1892, 31st October.—Transfer.

1892, 31st October.—Lease.

1894, 9th October.—Mortgage.

When the last deed was given, Mr. Edwards was nominally acting as solicitor for Kemp, but Sir Walter Buller's position is thus described by himself:—"I thought it best, in the interest of the tribe, that I should make common cause with Mr. Edwards, and begged him to proceed with the action in the Supreme Court, promising to attend and assist him as solicitor, and to instruct him throughout the case."

The only conclusion we can come to is that Sir Walter Buller knew, prior to his leaving in 1886 for England, that the whole block was held by Kemp under one title in trust for the tribe, and that on his return to New Zealand he, without making inquiry to ascertain that the trust was extinguished, purchased part, and leased other parts of the trust property.

(10.) And generally to make inquiry into any matter or thing arising out of or connected with the several subjects of inquiry hereinbefore mentioned, or which, in your opinion, may be of assistance in fully ascertaining, explaining, or assisting at arriving at a fair and just conclusion in respect of the subjects of inquiry, or any of them, or any part thereof or in relation thereto, and also to determine—

land, which is suitable for settlement, and pay the Native owners its value. A lease has been granted to Mr. Bartholomew, giving him the right to cut timber on this section, but we believe no difficulty would be found in making an equitable arrangement with him, under which he would cut out of the bush as the land was required for settlement.

(b.) A block of about 1,500 acres, forming the north-eastern corner of Subdivision No. 11, bounded by the north and eastern boundaries of that subdivision, the northern boundary of the township, and a swamp extending from Lake Horowhenua to the northern boundary of Subdivision No. 11, is not used by the Natives for dwellings or cultivations, is cut off from the remainder of the subdivision, and, as it stands, is of little practical value to the Natives; it is suitable for settlement, and we suggest the advisability of considering whether the Crown should not also acquire this piece of land.

The remainder of Subdivision No. 11 we recommend be vested in the Public Trustee, to hold in hand for the members of the tribe entitled to it. That portion of the Subdivision lying to the south of the Hokio Stream should, we suggest, be retained for the Natives to run their stock on; whilst that portion to the north of the stream not occupied by the Natives' dwellings and cultivations be leased so that the Native owners should have moneys regularly coming in. The Hokio Stream and Lake Horowhenua should be reserved as fishing-grounds for the owners of Subdivisions Nos. 9 and 11. Subdivision No. 12 is practically worthless for any purpose except a forest reserve. It lies between two forest reserves, and, if it be acquired by the Crown, the Natives will obtain its value in cash, whilst the Crown will complete the forest reserves on the west side of the Tararua Ranges.

Mr. Peter Bartholomew has, it seems to us, a fair claim for the consideration of the Government. It appears that, in 1889, he paid Kemp £500 for the right to cut timber on 1,000 acres, part of Subdivision No. 11. He spent, in addition to the £500 paid to Kemp, about £150 in putting down a tramway. When he had obtained about fifty pounds' worth of timber the Crown took possession of the State Farm, including the before-mentioned 1,000 acres; and Mr. Bartholomew has had to pay the Crown royalties, amounting to nearly £420, for cutting timber on this 1,000 acres, so that he has had to pay Kemp £500, and subsequently had to pay the Crown another £420 for the same timber rights.

The following is the valuation of the block, made at our request by Messrs. G. F. Richardson, A. Simpson, and J. Bell. Their report, accompanied by a sketch, forms one of the exhibits to the evidence:—

Subdivision.	Areas.	Per Acre.			Total Value.			Remarks.
		£	s.	d.	£	s.	d.	
12A	4,800	0	1	0	240	0	0	High mountain country.
12B	4,700	0	2	0	470	0	0	Very high hill country.
12C	3,637	0	5	0	909	5	0	High hill country.
4	512	0	5	0	129	0	0	High hill country, but falling into basin.
7	312	0	7	6	117	0	0	Lower than Subdivision 4.
8	265	0	10	0	132	10	0	Well into basin, but steep surroundings.
6A	2,750	1	5	0	3,437	0	0	Good ridge land, some a little high.
6B	1,870	4	3	0	7,947	10	0	Level land, ranging from rich to stony.
14	1,191	6	10	0	7,741	10	0	Flat, mostly very rich land, 400 acres in grass, fenced, 100 acres felled.
Raumatangi	100	5	10	0	550	0	0	Good, but parts want draining.
9	1,200	3	5	0	3,900	0	0	Small area very good, rest well grassed sand-hills.
Car. forward	21,337	...			25,572	15	0	

(10.) (a.) The area of Subdivision 6 will allow each of the forty-four persons entitled to receive 105 acres; but from the shape and position of the sections, if it be cut up, it is evident that the value of each share will not, although it should, be equal. None of the Natives reside or have any cultivations on this subdivision, and we suggest that it can be considered whether the Crown should not acquire this

Subdivision.	Areas.	Per Acre.	Total Value.	Remarks.
Bt. forward	Acres.	£ s. d.	£ s. d.	
	21,337	...	25,572 15 0	
11A	1,000	5 15 0	5,750 0 0	Very good bush land, adjoins main road and railway.
11B	550	9 0 0	4,950 0 0	Old cleared bush in good grass, mostly ploughable.
11C	600	4 0 0	2,400 0 0	Swamp and rich land running into sand.
11D	4,701	60 0 0	14,103 0 0	Good grassed sand-hills with intervening flats.
11E	450	...	...	Drift sand, on coast, of no value.
11F	350	...	...	Drift sand, on coast, of no value.
11G	3,350	2 2 6	7,118 15 0	Grassed sand-hills, with considerable area of low-lying swamps and scrub, Horowhenua Lake and road around it—not valued.
11K	1,050	...	...
11H	1,200	4 0 0	4,800 0 0	Rich to fair land, part bush, part open, and swamp.
11I	1,575	5 5 0	8,268 15 0	State Farm, all flat, ranges from very good to stony.
Totals	36,163	2 0 6	72,963 5 0	...

(11.) On what lands the costs and expenses of this Commission should be charged, as directed by the "The Horowhenua Block Act, 1895."

(11.) On subdivision No. 12.

In conclusion we suggest—

- (1.) That the Crown acquire Subdivisions 6 and 12, and that portion of No. 11 which we have indicated:
- (2.) That the tribal estate be vested in the Public Trustee, subject to the right of the owners of Subdivision No. 9 to fish in the Hokino Stream and Lake Horowhenua:
- (3.) That proceedings be initiated on behalf of the tribe to test the validity of the transfers and leases given by Kemp to Sir Walter Buller of parts of Subdivisions No. 14; and if the Courts should set aside these transactions, then that this subdivision be acquired by the Crown:
- (4.) That on payment of the sum of £4,000 to such of Kawana Hunia's representatives as the Native Land Court may find entitled by law to be named as his successors, the State Farm be vested in the Crown:
- (5.) That Mr. Peter Bartholomew be refunded the sum of £420 paid by him through the Crown:
- (6.) That unless accounts to the owners of Subdivision No. 11 for £1,000 rents, and £500 received by Kemp for timber-cutting rights, and also accounts to the owners of Subdivision 3 for £500 which he received for timber-cutting rights, a statutory charge for those sums be placed on any land he owns:
- (7.) That the Proclamation of 26th June, 1878, be declared to be revoked as from the year 1886:
- (8.) That the portion of Subdivision 2 occupied by the McDonald's homestead and graveyard be reserved:
- (9.) That out of the moneys to be paid by the Crown for a portion of Subdivision No. 11, and for Subdivision No. 12, a sum equal to the amount paid to each of the owners of Subdivision No. 6 be paid to the persons named in the second schedule hereto attached:
- (10.) That the title to Subdivision No. 9 be vested in the persons named in the third schedule hereto attached.

All of which matters we respectfully submit to Your Excellency.

JAMES C. MARTIN,
R. S. BUSH,
J. C. MCKERROW.

Given under our hands and seals this twenty-fifth day of May, one thousand eight hundred and ninety-six.

SCHEDULE No. 1.

LIST OF PERSONS FOUND TO BE ENTITLED TO SUBDIVISION No. 6.

- | | |
|--------------------------------------------|-------------------------------------|
| 1. Hapeta Taueki. | 23. Roka Hanita. |
| 2. Mohi Rakuraku. | 24. Ripeka Winara. |
| 3. Kaiwhare Rakuraku (representatives of.) | 25. Riria Peene. |
| 4. Hetarine Matao. | 26. Haana Rata. |
| 5. Hoani Nahona. | 27. Hariata Ngamare. |
| 6. Hema Henare. | 28. Te Kiri Hopa. |
| 7. Hanita Henare. | 29. Kahukore Hurinui. |
| 8. Amorangi Rihara. | 30. Oriwia Maianga. |
| 9. Raniera Matakatea. | 31. Rawe a Taraua. |
| 10. Warena Te Kerehi. | 32. Miriama Matakatea. |
| 11. Haare Taueki. | 33. Norenore Te Kerehi. |
| 12. Nati Amorangi. | 34. Ngahina Heta. |
| 13. Heta Noa (representatives of.) | 35. Parahi Reihana. |
| 14. Rewi Wirihana. | 36. Te Raraku Hunia. |
| 15. Wiremu Te Pae. | 37. Tuhi Hori. |
| 16. Taitoko-ki-te-uruotu. | 38. Heni Kuku. |
| 17. Rawinia Ihaia. | 39. Te Ahuru Porotene. |
| 18. Rahira Wirihana. | 40. Te Meihana Tupou. |
| 19. Meri Nireaha. | 41. Mii Maunu (representatives of). |
| 20. Pirihira Nireaha. | 42. Ani Patene. |
| 21. Tapita Himiona. | 43. Harirota Taare. |
| 22. Ngahina Eruera (representatives of). | 44. Wiki Pua. |

LIST OF PERSONS WHOSE NAMES WERE OMITTED IN 1873, IN ADDITION TO THE FORTY-FOUR PERSONS NAMED IN THE FIRST SCHEDULE.

- | | |
|-------------------|-----------------------|
| 1. Hori Wirihana. | 3. Peri Korana. |
| 2. Pane Korana. | 4. Pehira Tuwharetoa. |

SCHEDULE No. 3.

LIST OF PERSONS WHO WERE ENTITLED TO SUBDIVISION No. 9.

- | | |
|---------------|------------------------|
| 1. Wharatini. | 5. Watene Ti Waewae. |
| 2. Hitau. | 6. Erena Te Rauparaha. |
| 3. Tauteka. | 7. Te Wiiti. |
| 4. Kararaina. | |

SCHEDULE No. 4.

LIST OF PERSONS ENTITLED TO BLOCK No. 11.

- | | |
|-------------------------------------------------------------------|---------------------------------------------|
| 1. Ihaia Taueki. | 27. Tamati Muruahi. |
| 2. Rewiri Te Whiumairanga, Representatives of | 28. Hopa Heremaia. |
| 3. Te Rangirurupuni, Representatives of | 29. Wiremu Matakatea (the younger). |
| 4. Noa Te Whata, Representatives of | 30. Ruka Hanuhanu. |
| 5. Motai Taueki. | 31. Herewini Rakautihia, Representatives of |
| 6. Heta Te Whata, Representatives of | 32. Akuira Takapo, Representatives of |
| 7. Wirihana Tarewa, Representatives of | 33. Taara Matai. |
| 8. Inia Tamaraha, Representatives of | 34. Taara Hereroa. |
| 9. Hoani Puihi. | 35. Kingi Te Patu, Representatives of |
| 10. Raniera Te Whata. | 36. Kingi Puihi. |
| 11. Te Kerehi Mitiwaha. | 37. Arikihanara, Representatives of |
| 12. Tamati Maunu, Representatives of | 38. Hapimana Tohu, Representatives of |
| 13. Ihaia Te Rangihouhia, Representatives of | 39. Eparaima Te Paki. |
| 14. Matene Pakauwere, Representatives of | 40. Hori Te Pa. |
| 16. Hoone (Tupon). | 41. Te Oti Te Hou. |
| 17. Kiraitiana Tarawahi. | 42. Te Waatarauhi Te Hou. |
| 18. Rivai Te Amo, Representatives of | 43. Rihara Tarakihi. |
| 19. Ngariki Te Baorao. | 44. Harurukiterangi. |
| 20. Winara Te Baorao. | 45. Te Rangimairehau. |
| 21. Heta Matakatea (otherwise Heta Matakatea), Representatives of | 46. Henare Hanuhanu. |
| 22. Matenga Tinotahi, Representatives of | 47. Te Porana Muruahi. |
| 23. Wata Muruahi. | 48. Henare Mahuika. |
| 24. Noa Tawhati. | 49. Hopa Te Piki. |
| 25. Petera Te Ha, Representatives of | 50. Te Mananui Tawahai. |
| 26. Tahana Muruahi. | 51. Te Waitere Kakiwa, Representatives of |
| | 52. Ruta Te Kiri, Representatives of |
| | 53. Wiki Meiha Keepa. |

SCHEDULE No. 4—*continued.*

- | | |
|----------------------------------------------|----------------------------------------|
| 54. Hereora, Representatives of | 98. Hapeta Taueki. |
| 55. Makere Te Rou. | 99. Mohi Rakuraku. |
| 56. Ani Kanara Te Whata. | 100. Kaiwhare Rakuraku. |
| 57. Maata Huikirangi. | 101. Hetariki Matao. |
| 58. Hariata Tinotahi. | 102. Hema Henare. |
| 59. Oriwia Te Mitiwaha, Representatives of | 103. Hanita Henare. |
| 60. Hera Tupou, Representatives of | 104. Amorangi Rihara. |
| 61. Pirihiara Te Hautapu, Representatives of | 105. Raniera Matakatea. |
| 62. Rairona Taueki, Representatives of | 106. Warena Te Kerehi. |
| 63. Pirihiara Te Rau, Representatives of | 107. Hare Taueki. |
| 64. Tiripa Taueki. | 108. Nati Amorangi. |
| 65. Pirihiara Te Whata, Representatives of | 109. Heta Noa, Representatives of |
| 66. Wiki Hanita, Representatives of | 110. Rewi Wirihana. |
| 67. Merehira Te Marike, Representatives of | 111. Wiremu Te Pae. |
| 68. Rora Korako. | 112. Kawinia Ihaia. |
| 69. Mereana Matao. | 113. Bahira Wirihana. |
| 70. Unaiki Taueki. | 114. Pirihiara Nirieaha. |
| 71. Ema te Whango, Representatives of | 115. Tapita Himiona. |
| 72. Paranihia Riwai. | 116. Roka Hanita. |
| 73. Peti Kohu. | 117. Ripeka Winara. |
| 74. Peti Te Uku, Representatives of | 118. Riria Peene. |
| 75. Emiri Ngawhakawa. | 119. Hariata Ngamare. |
| 76. Himiona Kowhai. | 120. Te Kiri Hopa. |
| 77. Iritana Kowhai. | 121. Kahukore Horinui. |
| 78. Paki Te Hunga. | 122. Oriwia Maiangi. |
| 79. Rhipeti Tamaki. | 123. Rawea Taraua. |
| 80. Hiria Amorangi. | 124. Miriama Matakatea. |
| 81. Peene Tikara. | 125. Norenore Te Kerehi. |
| 82. Pire Tikara. | 126. Ngahina Heta. |
| 83. Mihi Te Rina Kawana. | 127. Parahi Reihana. |
| 84. Rakera Potaka. | 128. Warena Hunia. |
| 85. Herariki Kawana Hunia. | 129. Tuhi Hori. |
| 86. Rawinia Matao. | 130. Heni Kuku. |
| 87. Tiaka Tikara. | 131. Te Meihana Tupou. |
| 88. Rangipo Hoani. | 132. Mii Maunu. |
| 89. Hetariki Takapo. | 133. Harirota Taare. |
| 90. Winihana Paeroa (otherwise Hunia). | 134. Wiki Pua. |
| 91. Te Mariki. | 135. Hori Wirihana. |
| 92. Te Raraku Hunia. | 136. Pane Korana. |
| 93. Hoani Nabona. | 137. Peri Korena. |
| 94. Ani Patene Tinotahi. | 138. Pehira Tuwharetoa. |
| 95. Haana Rata. | 139. Roreta Tawhai, Representatives of |
| 96. Hetariki Matao. | 140. Maata Te Whango. |
| 97. Meri Nireaha. | |

SCHEDULE No. 5.

NAMES OF PERSONS ENTITLED TO SUBDIVISION No. 12.

Names as set out in Schedule No. 4, and Te Rina Mete and Hera Te Upokoiri.

MINUTES OF EVIDENCE.

TUESDAY, 10TH MARCH, 1896.

MEIHA KEEPA examined.

1. *Sir Walter Buller.*] What tribes do you claim to represent as chief?—The Muaupoko, Rangitane, Wanganui, Ngararau, and others.
2. Where do you live?—At present in Wanganui; formerly at Horowhenua.
3. You know the Horowhenua Block, the subject of the present inquiry?—Yes; I have already related all about the land, and the names, &c., before other Courts.
4. Do you remember the investigation before the Native Land Court in 1873?—Yes; I recollect that; but I recollect the year before that, the Ngatihua and others were claimants; that was in Foxton.
5. Before what Judges?—Judges Rogan and Smith.
6. Who was the Assessor?—Takarangi.
7. And the block was before that Court?—Yes; from the Kukutauaki River to Manawatu. In the Court that sat in 1873 I gave the genealogy of the tribes.
8. Did you take any active part in the investigation before those Courts?—Yes, I was conducting the case.
9. What was the nature of the decision arrived at by the Court in 1873 in regard to the Horowhenua Block?—The Court fixed the boundary at Waiwiri right up to the ranges.
10. From the mouth of the creek or thereabouts?—The other side of the mouth in a line to the summit of the ranges.
11. Speaking generally, where was the northern boundary?—It was placed at Waiaraua, and right away up to the top of the ranges. These were the broad limits laid down by the Court.
12. To whom did the Court award this block?—To the Muaupoko.
13. Do you recognise the boundaries on the map on the wall of the Court?—Yes; but they have been enlarged since by my own good will.
14. In what way?—Some of the Ngatihua objected to the boundaries. The block had been already awarded to the Muaupoko; there was a gathering of the Ngatihua at Otaki amounting to about forty.
15. Was that before or after?—It was after the Court came to its decision.
16. What part did you take in it?—The Ngatihua said to me, "We have come to see you about the matter; if you go to cut the lines on this boundary we will fire at you." One of the Ngatihua said that. Then Wireti got up, and he said, "We second what has been said; if you go to cut these lines we will fire at you." Four people got up and made the same statement, and then I got up to reply. I said, "I am the Major-General; my name before this was Major Kemp. Now you have said you will fire and shoot. Major Kemp will become a General. In consequence of what you have said, it gives me more strength, and to-morrow I am going." The Ngatihua then all went back to a man. A horse was given to me to ride to Horowhenua, and I came to a village just over here. Te Waiata and I stayed there. The men gathered round me, but I said nothing to them. I slept there, and next morning I spoke to Kingi, Hori, and Pene. I said, "Render to Cæsar that which is Cæsar's." I said, "Let us all go to Waiouo." I said to Hoani, who is present in Court, "You go through to the Ngatihua, and tell them at their kainga that I am here, and they had better come along to where I am with their guns." I went on by the beach road, and Hoani went by the inland track. The Muaupoko were very dark in consequence of what I told them to remain behind. Rewiri and others came after me, and I said, "Go back;" but they would not listen, and came on. I went to Waiouo, and I waited for the Ngatihua. Then I said, "Here is the chain; take it from my hand if you can." Wireti said, "It is war, but there is no war; there are guns, but there is no discharge. Go and survey the line." In consequence of his acting like this there was no more trouble, and I brought back the line to Waingaio.
17. That had the effect of reducing the area?—Yes.
18. Did you report what you had done to the Court to have it given effect to?—No; the Court had gone.
19. When was that line fixed? Where did the Court sit?—I forget. There was a dispute about the Waingaio line. Afterwards, a surveyor, sent by Sir Donald McLean, was turned off by the Natives.
20. Can you give a history of what took place?—McLean came to me first to try to get me round before that, but I refused to listen to him.
21. When did he come first to talk about it; was it before or after the Court declared this to be Muaupoko country?—Before. He had been to me before the Court pronounced anything, because he had given a lot of money to the Ngatihua for flour and other things, and that annoyed me, because he had given that money on purpose to create a disturbance about the land.
22. Why did it annoy you?—Because it was done to purchase the land.
23. What happened in consequence of your being angry?—I stopped the sale of the land, and it was agreed that it should be brought before the Court; and the Ngatiraukawa put in a claim, and I was the counter-claimant. I was the first who had anything to say about it in the Court.
24. That was the first that led to the case coming into the Court?—Yes.

25. With regard to the alteration of the boundary, after they altered the boundary and so limited the area somewhat, what took place; did a survey take place or not?—Then the surveyors finished the line by Waiwiri, and they met with no opposition at all. Then J. Booth sent for me, and I came with him, and we went up to the block; and when we got there I found Te Puke was there. He belonged to the Ngatiraukawa. He is dead now.

26. Where did he belong to?—The southern side of the Waiwiri.

27. What took place next?—I said, “I do not know where your pole has been placed, but I am going to stick mine in here.” But the post that he had put in was left outside the post I put in the ground. I said, when I put the post in, that Te Puke must not interfere with it. The survey went on from that post till it was finished, and I went back to Wanganui.

28. After you thus started the survey, was any obstruction offered by any one?—The Government afterwards confirmed the boundaries that I had altered. I put it in a map, and brought it to the Government. A small bit was taken off the southern and a small bit off the northern side.

29. From and after that no obstruction was offered to the survey?—After that Kawana Hunia came and burnt some houses.

30. Had that anything to do with the survey, or was it an assertion of title?—No; there was no interference with the survey after that.

31. You say that Kawana Hunia te Hakeke came down; tell us about that. Had the survey been finished when he came down?—Yes.

32. What did he do?—He burned some houses of Watene, of the Ngatiraukawa, near the Waiwiri Stream.

33. Do you know why he burned those houses?—I did not understand what reason he had in his mind for burning them. I told the Muaupoko to create no disturbance on those lands.

34. Whose houses were set fire to?—I do not know who they belonged to. I was not here at the time.

35. Who were they supposed to belong to?—To Te Puke’s people.

36. What happened then?—The Ngatiraukawa then made a descent on Hunia and his people, and they retired to their own country. Kawana Hunia went by himself and fled. The Ngatiraukawa then attacked the Muaupoko. A telegraphic message was sent to Major Edwards, R.M.

37. *Mr. Bush.*] I do not understand that the Ngatiraukawa attacked the Muaupoko?—They brought their guns with them to fight, and when Kawana Hunia saw that he ran away.

38. *Sir W. Buller.*] Were any guns discharged, or was there only a show of fighting?—They took their guns with them right up to where they were. Early in the morning Kawana Hunia fled, leaving the Muaupoko at that place, and as daylight dawned the Ngatiraukawa came on to the Muaupoko. Hunia had gone off to Rangitikei. Then Major Edwards sent for the Assessors and others to meet at Horowhenua about this trouble, but he never told me about it. After that Richard Woon told me that Major Edwards had got the chiefs together to stop the disturbance, and that was the first I heard of it. Then I said, “I expect by this time some of the Muaupoko have been slain by the Ngatiraukawa.” I was quite startled when I heard the news, and collected a number of men and said, “Let us go forward to where the disturbance is.” Then I received a message that no one had been killed, and I said, “Never mind; I had better go there at all events in consequence of what has been said.” By this time Wi Parata had come to Horowhenua to try to induce them to be peaceful, and then all the trouble was smoothed away.

39. That was an end to that business?—Yes; that was an end to that. It was not the Ngatiraukawa who brought this disturbance about; it was in consequence of the action of Kawana Hunia. That was our fault. My idea was that if the Ngatiraukawa should come there and settle down after the place had been through the Court it was nothing to do with me.

40. What do you mean by that?—We had won the case; the judgment was given in our favour. It was on the principle that if visitors came to us we should not send them away.

41. You would not have interfered with the Ngatiraukawa who squatted on land that was declared to be yours?—No; we would not have interfered with them, although they squatted on land already given to us by law.

42. Then, Kawana Hunia went back to his own people, and the trouble was at an end?—Yes; but after some years another thing commenced. Kawana Hunia came back again and brought a lot of timber to make fences for Horowhenua—to fence in some land. When he came along there was some bullocks belonging to the Ngatihua.

43. These troubles were amongst themselves?—Yes; the Ngatiraukawa had nothing to do with them. The Muaupoko opposed Kawana Hunia bringing this timber, and the consequence was the timber was left there, and rotted there.

44. Is part of it lying there to this day?—I daresay some of it is lying there now; but none of the timber reached the land, and the carters were never paid by Hunia for bringing it.

45. Where was this fencing timber left?—At the mouth of the Hokio Stream.

46. Is that the natural outlet of the Horowhenua Lake?—Yes. At the same time there was a woman struck by Kawana Hunia, and I sent a telegram to him to keep his hands to himself and not molest anyone; that if he wanted any trouble he should come and have it with me, lest he be hurt by people inferior to himself. There was never any more trouble about that. Kawana Hunia was told he must not do anything more, and Sir Walter Buller did not press for any punishment for him. I thought so, too; and Sir Walter Buller also had a kindly feeling, and he was let off.

47. Were you there yourself?—No. It was due to your forbearance.

48. Was there any trouble of that kind afterwards, or was that an end?—So far as Hunia was concerned there was no more trouble.

49. When did Kawana Hunia die?—He lived a long time after that; he died about 1865.

50. From the time of that little assault case he did not interfere any further?—No.

51. You have told us of Sir Donald McLean's intervention before the land went through the Court, which made you angry. Did he come on the scene again, and, if so, when?—I will go back to the time of the burning of the houses. After that McLean came into the district. Kawana Hunia was summoned to Wellington in consequence of the burning of the houses, and I think McDonald accompanied him. I was at that time at Wanganui. When I heard he had been arrested and taken to Wellington I went myself. I heard that Hunia was in prison. When I got to Wellington he had been released on bail by a Ngatiraukawa chief. When I got there some of the Ngatiraukawa were there; there were Horomona Toremi, Te Puke, Watene ti Waewae, Matene te Whiwhi, and others. They had gone there to sell land. I went to the Native Office and met McLean. He said, "You had better come to my house and have some dinner with me," and I went. After we had finished our dinner McLean said to me, "The reason I asked you to come here to talk to me was that I want you give me a piece of Horowhenua."

52. Did he say what for?—I then said, "Why should I give you a piece of land?" He did not answer my question at first, but said, "Did you not speak a word to Pomare?" I thought to myself, "Pomare has been speaking to McLean, and that is the reason he has asked me to come here." I said, "Yes, I did speak to Pomare in 1872. You want me to give you a piece of land in consequence of what I said to Pomare?" I thought Pomare was a very crafty man. I said, "Pomare is a crafty man." What I said to him I said as to a gentleman, and I wanted him to act as such to me. McLean then said, "I want you to give me some land." I said, "How much do you want? I will give you 1,200 acres, and that, added on to the other hundred, would make 1,300 acres."

53. What was this other hundred acres?—That was a piece of land awarded by the Land Court, which was sitting at Foxton in 1873.

54. Where did that Court first sit in 1872?—At Foxton, also.

55. What did McLean say to that?—That he thought it might have been more, but he was content to accept that. He said, "We will have an agreement between us."

56. Who wrote the agreement?—McLean had it drawn up. When the agreement was being drawn up McLean said to me, "To whom shall we give this land?" I said, "To the descendants of Te Whatanui." After the agreement was drawn up he said, "Now we had better go to the office and read it out." McLean told me that Horomona and Te Puke had already been asking for money on the lands in Horowhenua within the boundaries. I said, "Don't let them have any money within the boundaries—it is mine; but you can lend them money on their own land outside the block." Then McLean went away to his office. I knew the Ngatiraukawa were with him, and when I went there the place was filled with them. After they had finished their business with McLean, I went in. There were Matene, Watene, Matene's wife, Caroline, and others there. McLean said, "This is the agreement that Major Kemp is going to sign." The agreement was read over, so that they could hear it, down to where I had mentioned about the descendants of Te Whatanui. After it had been read over, Watene got up and said, "Well, you had better put my name in the agreement too." I said, "No; I will not agree to that. This land belongs to me, but he is of the Ngatiraukawa tribe." Then Watene said, "That is quite true, as Major Kemp has said." He assented at once, being a chief, knowing that I was right. That is all about that. The reason for this was that I had gone up to Auckland in 1873; it was also in consequence of McLean sending for me.

57. What about that visit to Auckland?—When I got to Auckland I saw Pomare. (This was before the Court sat.) I saw him at a Native Office there. I said, "If I win my case at Horowhenua, I will consider the words spoken by my ancestor, Taueki. He was one of the big chiefs of the Muaupoko." I said, "If I do not succeed in winning, I still will do the best I can to keep my head above water, and swim till I get ashore." Pomare then said, "Well, if that is how it is to be, I will not be present at the Court when it sits; but do not cease to remember the words spoken by our old men." Then, afterwards, when the Court sat on the land, when the case was over, I wrote to Pomare to come to me, but Pomare never answered my letter. I wrote to him a second time, but got no answer to that letter.

58. That conversation was what you understood McLean to refer to when he spoke of your word to Pomare?—Yes, I understood to what McLean referred: that Pomare repeated all that had passed between us to McLean.

59. The Ngatiraukawa left town after the agreement was signed?—Yes; we all came back. The last words of this chief, Te Whatanui, were these: When Te Whatanui arrived here at Horowhenua he came to Taueki and said, "I have come to live with you—to make peace." Taueki said, "Are you going to be a rata tree that will shade me?" Whatanui said to Taueki, "All that you will see will be the stars that are shining in heaven above us; all that will descend on you will be the rain drops that fall from above." Taueki considered that he would give him this piece of land. Then he gave him an eel-weir named Raumatangi, and a piece of land called Mauri; it was a clump of kahikatea bush.

60. Was this the father of the present Taueki?—Yes.

61. That trouble was settled in Wellington by your signing the agreement?—Yes. The next thing was just before 1886. McDonald went up to see me at Wanganui. He said, "I want you to let me have some totara, to make sleepers for the railways." I said, "There is no totara at Horowhenua; the totara trees are small and unfit for the purpose." McDonald said, "Let me have those, or any other timber suitable for the purpose." I then went to Wellington, in company with Wiki and Wirihana, and my wife, who was then very sick, and with Mr. McDonald. We got to Wellington, and put up at some hotel near Te Aro. McDonald said to me, "Would it not be a good thing to put this land to some use, instead of leaving it lie idle?" I said, "I must wait until I see the tribe, and speak to them." Mr. McDonald said, "We can arrange matters here, and see the tribe after; you had better make some arrangement about this land while you are alive and in health,

and mark off a piece for a township." I said, "I will wait until I get back and see the tribe, and see what they will say." He said, "This may be the only time you and I will be here; we had better make some arrangement, and go and see Mr. Ballance; it is the only opportunity we may have." Then I thought, "We will arrange this." I went up and got a small sum of money from the Government, as a deposit. I gave Mr. McDonald £25 of the money I received, which was more than I kept, and Mr. McDonald gave me back £10. I also gave some of this money to Wiri-hana Hunia; I gave him £80. I may have given Wiki some of the money, but I don't know. I don't know now how much money I got, but the accounts will show. After that I got very unwell. Then there was a *Gazette* for a Court to sit in 1886, but at that time I was very unwell indeed. It was in consequence of my being so ill that the Court was adjourned from time to time. After some time I got very angry with the doctor who was attending me, and I said, "I don't care what is the matter with me, or whether I die or not; I shall go up to the Court." I told the tribe I would go up and settle the matter before I died. When I got away to the Court I found I was quite strong and well, and concluded that the doctor had been humbugging me. We went up and stayed at Mr. Palmerston's house. There was a large barn given for the Muaupoko to camp in.

62. Who settled in this barn?—The Muaupoko; I told them they had better stay there.

63. Had they any other habitations, such as tents, &c.?—Yes; but they got the barn for nothing. This was the year the land was subdivided.

64. Who was the Judge?—Judge Wilson; and the Assessor was Kahui Kakutai, a Taranaki man.

65. Was he the Assessor who commenced the case, or was there another?—Hamiora Mangakahia was the first Assessor, and Kukutai took his place in consequence of his being ill.

66. Were you the principal man, or was some one else?—They had to consult, and bring the result of their findings to me for approval.

67. Had you any talk before you went into the Court—among yourselves?—Yes; we agreed to subdivide the land.

67A. Did you discuss the mode of that division before you went before the Judge?—Yes.

68. Did you first of all discuss the question of a piece of land for the Manawatu Railway?—Yes. Mr. McDonald said the piece for the railway was to be vested in my name.

69. How many acres?—I did not know then; but I think 72 or 75 acres. First of all, the land for the railway was proclaimed, then the land that we were going to sell to the Government. No one raised any objection to the land being vested in me for the railway or the land that was to be sold to the Government.

70. What took place in the barn before going into Court? Was Mr. McDonald there?—Mr. McDonald suggested that the land for the railway was to be vested in my name; also that the land we were going to sell to the Government should be vested in my name.

71. Did you agree to that?—The whole of the Muaupoko were there, and they all assented that it should be sold: no one got up to make any objection; neither did Mr. McDonald say that perhaps I should not have done that. It was through his suggestion that the thing was done. It was first of all suggested and done by McDonald that these lands should be vested in me.

72. Mr. McDonald suggested to you and the people that the land should be vested in him, and, without knowing what the area was, the tribe consented?—Yes; and also that the land we were going to sell to the Government should be vested in me.

73. What was the area of that land?—We said it should be 4,000 acres: the site of the present township. No one objected to that.

74. That was all settled in the meeting-house before going into Court?—Yes.

75. What was the next thing arranged?—The other lands were divided amongst the people.

76. Was Mr. McDonald with you in the barn?—Yes; there was no one else to teach us or show us how to act; that was why he was there. His son-in-law was there too.

77. Who was his son-in-law?—Mr. Palmerston, a surveyor. Mr. McDonald was interpreting while the land was being divided out for the tribe. There were 105 acres given to each individual of the tribe—5 acres were to be for roads and 100 acres for the individual.

78. Whose suggestion was this?—I suggested that the land should be divided amongst the people, and McDonald and the Surveyor showed it on the block—105 acres for each adult.

79. Was it proposed to give you 105 acres under this agreement or not?—No.

80. Was it proposed to give the members of Hunia's family 105 acres each?—Yes.

81. Exclusive of yourself, every man and woman in the tribe was to get 105 acres?—Yes; all the people in the certificate were to get that, exclusive of myself.

82. Was that before or after the classification of those who came in afterwards?—We let in a certain number out of consideration for them, and for different reasons. Those whom I really regarded as owners got 105 acres.

83. Were all the members of Hunia's family to get 105 acres each?—Yes.

84. Why were you not to get 105 acres like the rest?—I allowed the men to have this land to satisfy them, and to keep the block by the lake as a place where we would live for ever.

85. Having disposed of that question, what did you do next?—They then spoke about my name in consideration of my trouble with Sievwright and Stout.

86. What was that trouble?—It was an account for services in which they were employed with respect to M, with which I had something to do.

87. What did those lawyers do? Were you advised to get a trust deed executed by the tribes?—Yes.

88. Did they employ Blake and other interpreters to go through the land and do it?—Yes.

89. Did you get a bill of costs, amounting to some £3,000?—I do not know exactly; it was £3,900 0s. 3d., or something like that.

90. Did you admit the bill as correct?—I did not know whether it was correct, and did not assent to it; but there was the bill, and it had to be paid.

91. Did they get a judgment in the Supreme Court?—That was another case.

92. When the demand was made, and you agreed to pay it, had you the money to pay it with?—No; I had very little money.

93. Did you ask the tribe to pay it—the Muaupoko—and, if so, why?—Yes; at the time the block was being cut up into 105-acre blocks, it was then I asked the Muaupoko to pay this debt.

94. On what ground did you ask them to pay a bill they were not parties to?—Because my own people would not pay it. Instead of coming forward to pay it out of the rents they received, they ran away with it and never came and helped me to pay the debts I had incurred in their behalf. I, therefore, asked the Muaupoko to step forward and pay it, and the Muaupoko consented to do so.

95. As an act of grace?—Yes, out of consideration and out of respect for me, and also because I was considered to be a chief amongst them, too.

96. Was Mr. McDonald present when this generous act was performed by your tribe?—Yes; he was there when they assented to this; and it was arranged that they should give me 800 acres, which was the amount I calculated would be necessary to pay the debt. It was then considered that Palmerston should get 10s. an acre for survey, and then there would be £3 10s. per acre to go towards paying the bill of costs.

97. Was Mr. McDonald in the barn when this arrangement was assented to?—I would not be positive.

98. Who calculated the 800 acres?—The surveyor.

99. Who fixed the price at £3 10s.?—I asked the surveyor what he thought the land was worth. He said it would sell for £4, that it may be worth £5; but he thought £4 was a safe thing. It was worked out on that principle.

100. Did any member of the tribe object to this proposal to pay your debt as an act of grace out of the tribal estate?—No; at the time of this meeting they all assented without one objecting voice.

101. What did they do next?—Then I began to take into consideration the “outsiders.”

102. What do you mean by the “outsiders”?—Those whose names had been forgotten when the list of names was made up in 1873.

103. What was the suggestion you had to make about these “outsiders”?—I did not mention it to the tribe, but I came to the conclusion that I would make some provision for that by and by. It was not the tribe that did this; it was my own individual action.

104. What was done in regard to the “outsiders”? What provision did you make for them?—I made allotments. I cut off a piece of land for them—4,000 acres and some more—I forget how much; 4,615 acres or thereabouts.

105. How many did you propose to put into this allotment on the principle that they had been left out by mistake?—I did not know at the time how many were left out, but when I apportioned the piece of land I calculated they would receive more than the others would receive.

106. Was a list of them prepared at the time?—No; when this land was given to them by me the tribe consented to it and passed it, and after that their names were taken into Court.

107. The tribe agreed to this arrangement for the outsiders?—Yes; there was no dissentient.

108. Do you remember whether McDonald was there and heard this?—Yes; he was there at the time; there was not one man absent.

109. Was Warena Hunia there?—No.

110. Did he attend any of those meetings?—No.

111. But Wirihana was there?—Yes; he was always there.

112. Did Wirihana or any one else object to what you were doing in regard to the outsiders?—No; no one made any objection; if there had been it would have been noted in Court.

113. Having made provision for the outsiders, what did you do next?—I then thought to cut off a piece of land near the railway for the descendants of Te Whatanui.

114. What do you mean by near the railway?—A portion through which the railway runs.

115. What did the tribe say to that?—When I gave that land to Te Whatanui I told his people what I had done, and the tribe did not make any objection; there were no objections at all. When the descendants of Whatanui heard of the piece of land that I was going to offer them they said they did not want it there; they were not agreeable to take it; they wanted their land near where the 100 acres were that had been given by the Court previously.

116. Who told you that they were not satisfied?—Aohau and others.

117.—What did you say then?—Then I gave them the land on the other piece. I left the burial-ground out.

118. Was it the ancient burial-place?—It was a very ancient burial-place.

119. What did they say when you offered them this?—They consented to take that land for themselves. Rewiri and others asked to have a piece of the land near the railway too.

120. Did anything come of that?—No; I thought they had quite sufficient.

121. When you found they would not accept the portion you proposed to give them, what did you do with the first 1,200 acres you had cut off?—I cut off that land because it was our own individual land; our own distinctively.

122. When they would not accept the other portion, did you keep it yourself, or what did you do with it?—It was placed under my name, and when it was placed in my name there was no one to dissent from it.

123. Who could have dissented?—Rauira, Tamatea, Ngahuia, and the descendants of Arahia and some others. They were the only ones who could have dissented.

124. Did you keep it yourself?—I kept it in my own name, so that it should not be taken by others. They have founded their accusation against me on account of this block. When the quarrel between us commenced, they said upon this pretext that I had stolen the land.

125. Having provided for the descendants of Te Whatanui, and kept a piece yourself, what next?—When this was done they said, “What shall we do?” Some said, “We had better send these arrangements to some lawyer to be confirmed.”

126. What was done about the mountains?—There was a portion which was decided to be given by the tribe for the payment of tribal debts. There were divisions made, and these were numbered, and the numbers given for different tribes.

127. On what principle was this done? Was it out of consideration, or had they a right?—No, it was not because they had any right; it was given out of goodwill.

128. What did they do next? What did they do with the big block over the mountains?—There was 12,000 acres or more. That was the piece of land left after these different allotments.

129. What was done with that in Committee?—They named people who should have that block.

130. Was that settled in Committee, or left till they went into Court?—The Committee decided the persons who should have the block, and when they took it into Court it was confirmed. When I got into Court, Rauira got up and commenced to speak about it.

131. Was anything else settled in the Committee?—The Committee decided the people to whom this block should belong—viz., Ihaia Taueki.

132. Did they decide that the whole block should be in his name?—It was put in his name for others—for him to take care of. That was the way that block was arranged, and there were no objections raised.

133. These discussions occupied a long time, and there was still a big block with the lake in the centre; what about that?—That was what was left.

134. Had you any discussion about that?—Yes; we had a great deal of talk about that, and I was selected to have it put under my care.

135. In what capacity?—As caretaker.

136. Was that agreed to, or was there any dispute over it?—It was the tribe that did it—that selected me to take care of it. I never proposed that it should be put under my care.

137. When the title was put through in 1873, and 143 names were put in the certificate, who was made the caretaker at that time for the whole block?—It was my arrangement, because I knew what had happened in former dealings with land.

138. Knowing that, what did you propose?—I saw the Native Land Court appointed ten names, and those ten were put in to take care of the land; but afterwards it was found that they kept it for themselves. The Europeans said, “You are the ten names, and therefore the land is yours”; and the Natives suffered in consequence. The Government would put those names in, and the land was in their names, and made inalienable for the whole tribe. Then, some time after, the Government would release the land, and the Natives sold it, and the land was gone. I consented to my name being put in alone, lest others should deal with the land, and the names of the people to come below mine.

139. Then you were put in as sole certificated owner, and 143 names were put in the certificate?—That was done so that they could retain the land for themselves. Had it not been done, the land would have been sold and gone. That was the only piece of land left; that was the reason it was so arranged.

140. Did they propose to put you in again in the balance of the 15,000 acres in the same way? Yes; in the same way as before.

141. Why were you to be put in as before in regard to the 15,000 acres, having made all these disposals outside?—This land had been settled upon all over by their ancestors and themselves; everything was comprised in it; their ancient burial-grounds, their cultivations, houses, and homes &c. The lake was where they got their subsistence from—eels, crayfish, flounders, &c.

142. That was the great means of subsistence for the tribe, was it not?—Yes.

143. You were to be caretaker as before of the whole block?—Yes; that was the settlement come to in the meeting-house.

144. Did any one in the meeting-house object to that arrangement?—No.

145. Was there only one Committee, or numerous ones from day to day?—There was only one to divide the land out. The surveyor was Palmerston, and the interpreter was McDonald.

145a. Having made these arrangements out of doors, you went into Court?—Yes; we went to get our arrangements passed by the Court.

146. Were the Court sitting at that time?—At Palmerston.

146a. Who acted for you and your tribe in Court as mouthpiece?—McDonald.

147. In what capacity did he act?—He went into the Court to explain matters to the Court.

148. What happened in Court.—We went to get what we had arranged about the land passed by the Court. No. 1 was passed; there was no objection to that. No. 2 was agreed to, to be in my name.

149. Was it explained by Mr. McDonald?—Yes.

150. Was there any objection?—No; it was passed because it had been arranged by the tribe. No. 3 also was passed.

151. Did anyone object to any subdivision you had arranged in the committee-house?—No; it was passed as a voluntary arrangement by the Court. After No. 3 was passed we went back to the committee-house, and in the morning we returned to the Court. At that time, in consequence of the friction we had over this, McDonald ceased to act for us. I went into the box and read over the papers, and the agreements made in Committee, to the Judge; after which the Judge put some questions to me. I said to the Judge “There is nothing in this. There is a very short answer to it. McDonald has made a great deal of it. As I have no money, I give this land for the railway.” After I made a present of the land they wanted to give me some shares.

152. After this difference with McDonald, what were the relations between you?—McDonald stayed in Court taking note of the proceedings, and did not say anything till the block came up with Warena in it—No. 11.

153. Who acted after McDonald sat down?—The interpreter in the Court—I cannot recollect his name—went on to interpret for us, and to show how the other blocks were disposed of.

154. And the Court gave effect to all your voluntary arrangements out of Court?—Yes; until we came to No. 11.

155. What happened then?—Daniel got up and said, “Why have you not had any consideration for me in regard to No. 11.” I then produced a paper. Then McDonald handed me the name of Warena—the name, “Warena Hunia,” was written on a piece of paper. He was not in the Court; he was away at Rangitikei. Tekiri got up and said, “I object to this,” and there was trouble over it. I then suggested we should retire, and go to a room adjoining. I suggested it because I saw there was trouble, and I did not want to have any trouble before the Court. Then we went to a room.

156. Who went to that room?—Wirihana Hunia, Tekiri, Raniera, Makere, Ngatahi, McDonald, and others. I then said, “I will tell you what I am going to do. I am going to give this land to Taueki, to be in his name. I will stand out.” Ngatahi and others objected, and said, “No; you keep in. We want you to have it.” I said, “What objection is there to Taueki’s name instead of mine?” They said, “We are not going to have it. Give it to Kemp.” I then said, “We will let Warena’s name be put in with mine, as he is a pious young man.” They were very angry with me, and left the room. That was the only error I made; the tribe was quite right. Then we went back into Court, and Warena’s name was put in along with my own name. I did not understand then, but McDonald did, that some law had been passed; and then it was found out that this land really belonged to us two. After that, Fraser came to me, and asked me for money to pay Wirihana’s debts, and I came down to Palmerston to pay them. I gave him £100, and when we went to Wellington I gave him another £100; and when I went to Wanganui he came to me to ask for money for taking land through in Hawke’s Bay, and I gave him another £100.

157. Why did you give all this money to Wirihana?—For the debts owing, and for other expenses in the Court.

158. What claim had they on you?—He was a youngster, and responsible for them in some way, and I gave him the money. Warena asked me to give him money to pay his debts. I then sent him some money by telegram—£70. After that I went to Wellington, and then he asked me to give him the land that you have, to lease it. I said, “Well, it is very good; but we will let it stop a bit.” After that he came to me for more money, and I gave him £100; and I went back to Wanganui. Then Warena and Donald Fraser came to Wanganui to ask me to give them more money. I then thought it was best for me to go to Mr. Woon, because I thought they had a knife to stab me secretly. I went to Woon, and I came back and said, “You had better go to Woon about this. We then all went to Woon. I did this so that Woon might hear what their request to me was. They said they had come to ask Kemp for some money. I asked, “What reason have you to come and ask me for money? I suppose you are thinking of stabbing me with a knife.” He hung his head down, and said, “Yes.” Then I said, “I have found you out.” Then he took me up to the Supreme Court.

159. What was the nature of the action in the Supreme Court?—He took me to the Court about the land, but he could not do anything because it had not passed the Native Land Court; but a writ was served on me.

160. What was the summons for?—I do not know; it was all in European. I was ill, and threw it on the top of a box.

161. Was it a summons for back rents?—Perhaps it was; I do not know. I had no solicitor at the time. My medical man was constantly in attendance on me. After that a lawyer’s clerk came to me, and he said, “You have got to sign this document.” I said, “Why do you not bring an interpreter with you, so that I could understand what the document is?” They gave me the paper to sign, and after they had gone I pitched it outside.

162. Then you went to the Native Land Court again?—Yes.

163. Who was the Judge?—Judge Trimble.

164. Whose claim was it?—Donald Fraser and Warena were the claimants.

165. What took place in that Court?—I went there to see to whom the land belonged. The Court said, “We do not come here to decide any claim, as the land has already been awarded to you two, but to see what arrangement can be made about it. The Court stated that the land did not belong to any but those two.” They made the creek the division between the two.

166. Did you sit down quietly under that, or what action did you take?—I objected to that, because I said, “This man has no eel-fisheries on this stream, and has no right to it.” I then applied for a rehearing and it was granted. Both Warena and McDonald said, “It is no good; the thing has been already decided.” McDonald said to me, “You have been in too great a hurry about this thing.” I went out of the Court with my solicitor, and he suggested we should come to some arrangement about the land. I said, “Very well, I agree to a portion of this land being given to the tribe. If you will sign a paper to that effect, we will take it back and lay it before the Court.” I then wrote out an agreement, and it was considered best by the other side that Karena Mana c Tawhaki should see what was in it first. I said, “Are you a third Warena to come into this matter?” This agreement was cast adrift, and we went back to the Court. Some time after this the Court was adjourned, and I went to Wellington.

167. Was any arrangement come to or not?—No; after I went to Wellington, Donald Fraser came there and Mr. Baker, who was my solicitor. Fraser said, “If we could come to some arrangement here the thing would be finished.” We then went back before Mr. Baker. Hoani Taipua was there also. He asked, “What arrangement we should make?” I replied, “I will give 3,500 acres to Warena Hunia.”

168. For himself or people?—For the whole of them; and I said, “I will retain 3,500 acres for myself.”

169. Did you mean for yourself and family?—I did not intend to retain for myself at all. I said it to induce Warena Hunia to accept the 3,500 acres for himself and his people. I had no intention of retaining the other for myself; I intended to give it back to the tribe. I said, “Well, Mr. Baker, you can make that arrangement, if you like; I shall not go to the right or left of it. If Donald Fraser agrees to accept this, well and good. I shall make no more offers. I am quite tired of the legs of this dispute.” Next day we came back to Palmerston, and I spread a map before us (not in the Court) to try to come to some arrangement. Then they wanted to cut the eyes out of this country for themselves, and to leave the bush and the sandy and worthless parts of it for the tribe. I said, “That will not do; you must take it right across the block.” There was nothing done. They would not agree; and they threatened, and said, “Well, you will see; wait.”

170. Who were the Judges at the rehearing?—Judges Mair and Scannell.

171. Did they confirm the judgment of the previous Court?—They said they could give no decision about it, because there was something wrong about the law. They could see quite plainly that the land belonged to the tribe.

172. What action did you take after that in the interests of the tribe? Did you petition Parliament?—I sent in a petition to Parliament concerning the Horowhenua Block.

173. Did you petition two or three times?—I put in either two or three petitions, and I got you to act for me.

174. In the end, what did you do?—The case was taken to the Supreme Court.

175. Did you get a judgment which was appealed against?—Yes.

176. What was the result of the Court of Appeal?—They confirmed the decision of the former Court, and I said I had won. Then I heard Mr. Morison say that he would send the case to the Court in England, and I was very willing that it should go there, because that would have ended it. After a long time the result is this Commission sitting here now.

177. *Mr. McDonald.*] You say that the most recent negotiation was that you should take 3,500 acres, that Warena should take 3,500 acres, and that the balance of Block 11 should be for the tribe?—Yes; that is so.

178. With regard to Block No. 2, you recollect my going to Wanganui to see you in 1886?—Yes.

179. We afterwards went to Wellington, and met in Wellington, did we not?—Yes.

180. You submitted a proposal to the Government involving the sale of 4,000 acres to the Government?—Yes; you induced me to. You enticed me to Wellington on the pretence of getting sleepers for the railways, and when you got to Wellington you proposed to me to sell 4,000 acres to the Government.

181. Do you remember you and I going to Mr. Lewis's office and handing to him a written statement of the conditions on which you were willing to sell?—Yes; one of the conditions was that there should be quarter-acre sections allotted to the Natives.

182. This 4,000 acres was to be a township?—Yes.

183. The name of it was to be Taitoko?—My proposal was that it should be called Taitoko. There was to be a very fine garden in the township—finer than the square at Palmerston.

184. You and His Excellency the Governor were to be the trustees for the township until the town had a Mayor and Council, when it was to be transferred to that Council?—Mr. Ballance objected to all these things.

185. Did he object then?—Mr. Ballance afterwards saw it would not do for the Europeans and Maoris to live together, and therefore it was all swept away.

186. Another condition was that there was to be a reserve for a Courthouse?—Yes; but Mr. Ballance objected to that. He wanted the town to be further up.

187. Another condition was that there was to be a reserve for a school, and it was specially provided that this school should be for Maori children as well as for European?—Yes; but that was also destroyed by Mr. Ballance.

188. Was it not a further condition that the township should be surveyed forthwith by the Government, and that every tenth section should be returned to the Maoris of the Muaupoko Tribe to be named by you?—Yes; that was also said; but that was also thrown to one side by Mr. Ballance.

189. This paper, having been submitted to Mr. Lewis, do you remember writing to Mr. Lewis to this effect: “If the Government agree to these conditions, I will agree to apply for a partition of this block”?—I have no recollection of it.

190. Was not the whole purport of our visit to Wellington to induce you to make application for a partition of this block?—No; I did not understand that. I understood we went up there, and when we got to Wellington we made an arrangement about the township, but not for cutting up the block.

191. You applied to partition this block on that occasion in Wellington?—Yes; to divide the whole land.

191A. You told us you were ill after this application was put in?—Yes.

192. Ultimately the Court met at Palmerston?—Yes; when I got a little better.

193. You and all the Muaupoko assembled there?—Yes; some of the Te Whitiites did not go.

194. Did you hear me state to the assembled Muaupoko the terms upon which you proposed to sell these 4,000 acres?—Yes.

195. It was your own proposition, and you got up and told the Natives what it was; you were the conductor of the matter. You admit that the terms were to be that every tenth section was to be returned to the tribe?—Yes; that was all arranged.

196. Was it not also stated to Muaupoko that the money to be received from the 4,000 acres should go to pay the survey-fees for the partitioning of the block?—I do not know. I know they had to be paid for.

197. Was it not distinctly upon the conditions stated to them that the tribe agreed to vest the land in you?—Yes; they saw that this township would increase the value of the adjacent lands, and that they also would get so many quarter-acre sections for themselves out of the township.

198. And these being the terms upon which Muaupoko agreed to vest the land in you, how did you feel justified in abandoning those conditions and selling it on other terms altogether?—The only man who has disturbed the whole thing and brought about all the mischief and caused all this trouble is yourself.

199. This land was vested in you for the purpose of selling it on certain conditions?—There was nothing in connection with the township. The land was given to me, not because of the township; but you have tried to bring all this back on my head now.

200. I ask you again now, why did you sell this land upon conditions other than those the Muaupoko had agreed to?—This land was given me by Muaupoko to sell for them.

201. Did not they at the same time state the conditions upon which it was to be settled?—No; it is you that have suggested that course to them.

202. *The Chairman.*] Was that in 1886?—Yes, and after.

203. Has any action in the Court been brought against you by any other Native because of your alleged wrongful sale of the land?—No.

204. *Mr. McDonald.*] With regard to Block 14, Sir D. McLean suggested to you to set apart a piece of land in the Horowhenua Block for Pomare, did not Sir D. McLean put this question to you: "Had not something taken place between you and Pomare"?—He asked me first of all if I would give a piece of land for Pomare. I said, "No." He said, "What has passed between you?" I know what Pomare had said to him.

205. You said that when this piece of land was cut off in the Court, somebody objected to it?—Yes; the people did not wish to have it. They objected to this piece, because there were stones on it. The descendants of Te Whatanui objected to it. The land was given in consequence of what passed between him and Pomare; but the descendants objected to it.

206. You had an agreement with Sir D. McLean to give 1,200 acres to somebody: has that agreement been fulfilled?—Yes; I gave them one piece, and they objected to that, and now they have got No. 9.

207. Having satisfied this agreement with regard to No. 9, are you prepared to transfer No. 14 to the tribe?—Before, you said this land did not belong to the tribe; now, you say it does.

208. When did I say it did not belong to the tribe?—You said before, by law they had no right there, and now you say it belongs to the tribe.

209. Since the agreement has been satisfied, are you prepared to transfer this Block 14 to the tribe?—What business is it of yours to ask for the tribe? Why do you want to tell me what to do about the land? The same thing happened about the 4,000 acres. You want to take every bit of my work.

210. Are you prepared to restore to the tribe No. 14, inasmuch as the agreement with Sir D. McLean has been satisfied by the cession of No. 9?—What tribe? Do you want to assume my chieftainship for yourself?

211. Are you prepared to do this?—No; I am chief of this land. That is the answer I make to you.

212. When did it become yours?—It is a Crown grant, and no one has any objection to it. This is my land, and you are the chief of the objectors to it. Your work all through has been to collect all sorts of broken rubbish, nails, and things, and bring them to me to bite up.

213. *The Chairman.*] You are owner of this land because you are chief of the tribe, and you hold it as a trust, and as your own to do as you like with?—Yes.

214. You say this land is yours because the Crown grant is in your name. You say your name was put in because you are chief. What I wish to know clearly is whether you say you are the owner of the land as trustee or in your own right, to do what you like with?—I hold this land under Crown grant in my own name, but as trustee for those for whom I hold it whose names are somewhere in existence, not for the tribe as a whole.

215. *Mr. McDonald.*] Can you give the names of those persons for whom you hold the land as trustee?—Raniera, Tamatea, Ngahina and descendants, Arahia. She may have descendants, but I do not know who they are.

216. Then you do not hold this particular section for the residents of the Muaupoko, but for some others who are in the title, no doubt?—They are very closely connected with me. This is my piece of land, and I chose to put them in.

217. When was any consent of the Muaupoko given to any such arrangement?—It was just before the Court.

218. What Court?—The Subdivision Court.

219. Was that Court told that this 1,200 acres were for these persons? You said it was only for Te Whatanui's descendants; that they rejected it, and it became yours?—I told you that before.

220. When did the Muaupoko, after Te Watanui's descendants rejected it, agree that the 1,200 acres were to be for you and those persons you have named? Did the other friends of the owners agree at any time, and, if so, when?—Muaupoko would have nothing to do with it. Some of the Muaupoko are on this piece of land, and others on other pieces. The men that I have in my mind have agreed to it.

221. *The Chairman.*] Did the rest of the tribe agree?—I have heard no dissent at all. The only one who is causing dissent is Mr. McDonald.

222. *Mr. McDonald.*] Do you remember the discussions that took place at Wellington between yourself and Mr. Lewis, I being present, and between yourself and Mr. Ballance, I also being present, in 1886, about the sale of the 4,000 acres, and the application to partition the block?—Yes.

223. Do you not remember it being particularly mentioned and discussed that an application by you to partition the block would have the effect of destroying your existing title under the Act of 1867, by which you were sole certificated owner? Was that not clearly explained to you? That it would have the effect of reducing you from the prominent position you hold to that of an ordinary owner in the block?—I do not recollect anything of the kind. I did not hear it from you nor anyone else; neither did I hear or understand that my sending in an application to have this block cut up would destroy my certificate of title to the whole block given in such-and-such a Court.

224. Nor that it would place you in the position of being a simple owner of undefined interest?—No; I do not remember.

225. Was it not distinctly and perfectly understood by yourself and the Muaupoko present at the meetings before the Court in 1886 that every title to be issued by that Court must necessarily be a freehold title—could not be anything else?—They understood that, when the land was subdivided, the different pieces allotted to them would be theirs. They knew it was to be subdivided on their account.

226. *Sir W. Buller.*] With regard to the last question, you say you understood that every allotment made was in respect of distinct ownership, and that when the allotment was made the land belonged to them; therefore, you understood that when the Court gave effect to the agreement for allotting you Block 14, it became yours?—Yes; because there was no one else to put a name in.

227. Did you understand also that there were certain trusts created?—Yes.

228. Then, when the 15,000 acres (Block 11) was allotted to you and Warena, did you understand that it was given to yourselves, or was there a trust?—No.

229. What did you understand?—What I said to the Muaupoko was, "Oh, Court! this land that was brought before the Court in 1872 I firmly fixed in their heads then and now; and now I have lifted up their heads towards this land, and I have said if any of the Muaupoko people sell any of the land allotted to them, they should have no other land in Block 11. I said, 'If you keep this land that has been allotted to you—105 acres each—you shall have the other in Block 11.'" I said this in Court. Judge from that, then, whether I intended to keep the block or not.

230. Was it understood by all the Muaupoko that this big block of 1,500 acres, containing their homes and cultivations, was given to you simply as caretaker?—I said this before the Court; but the other people said they wanted it for themselves.

231. The tribe perfectly understood that?—Yes.

232. There was another block of 4,000 acres allotted to you. You told us that was a trust block for the *rerewaho*, or those who had been left out?—Yes; I arranged that, and the tribe assented to it.

233. You only took it as caretaker for the *rerewaho*?—Yes; I arranged that, and then gave the arrangement to the Court, and said what I wished; and the Court passed it.

234. You still hold that 4,000 acres as caretaker for the *rerewaho*?—Yes, for those I know of.

235. Are you prepared to lay before this Commission a list of those who ought to be beneficiaries in this block?—Yes; the Commissioners can look at the names I have already given, and put in any others, and I will revise the list, and tell the right names.

236. There is another block of 1,300 acres; what is your opinion in regard in that? Was it allotted to Ihaia Taueki for himself, or in trust for the tribe?—It was not given to him in his own right, but as caretaker for the tribe. I said I was very pleased to see his name put in as sole caretaker, because I trusted him. If it had been given to the tribe it would have been swamped.

237. When the block, which was in the end occupied by the descendants of Te Whatanui, was allotted to you, did you understand that you were to keep it as your own, or that you were to transfer it?—I understood from the Court that, when I was giving that block (No. 9), it was not given for myself personally, but to hold, as trustee, for the descendants of Te Whatanui.

238. What did you say about a lawyer coming in to write and transfer the land?—I asked whether I had power to transfer this land to the different persons to whom it had been allotted. The Court said "No, you will have to get a lawyer to transfer these different blocks to the people for whom they have been allotted." I asked what they would charge, and they said a large sum. I said, "I shall lose a lot of money," and I did not do it.

239. You understood, and the tribe understood, that, with regard to this block, what was asked for was a certificate that should operate as a trust—viz., for the 13,000-acre block, the 1,200-acre block for the descendants of Te Whatanui, and the 15,000 acres to be a permanent residence for the tribe?—Yes.

240. Now, with regard to Block 14. You said, in answer to the Chairman as to whether you considered yourself a trustee or owner, that the land was yours; that you were the Rangaitira, and you were in the Crown grant. Can you point out "those who are in your heart"?—If one behaved badly, I have the power to put him out.

241. In this respect, are you trustee or owner of this land?—This land is mine, but I remember those who are left of my brethren and relatives.

242. But, it is entirely in your will as to whether you will put them in or not?—Yes.

243. Do you know what a caveat is?—Yes.

244. Do you know whether caveats have been lodged by members of the Muaupoko tribe against all the trust blocks?—Yes; we took the caveat to Mr. Edwards.

245. Have not others lodged caveats against Block 6?—Perhaps they have; I do not know.

246. You have held No. 14 under Crown grant for nearly fifteen years?—Yes.

247. Has any caveat been lodged against your title in respect to that?—No; I never heard of anything of the kind; they know I do not sell land.

248. Has any one, since you have held the Crown grant, set up any counter claim, and said, "We ought to be there?"—Never.

249. Have any of the persons you have named asked to be let into this land?—Never.

250. During the whole fifteen years you have held the Crown grant, has any one questioned your title to that particular block?—No; only McDonald and Donald Fraser.

251. No member of the Muaupoko tribe has questioned your actual individual title to that piece of land?—No; no one has questioned my ownership of that block.

252. Did you not execute a lease in my favour in 1892, or thereabouts?—I had consented to give you a lease of this land; but you went away to England, and in your absence many Europeans came and asked me to lease the land, but I would not do so. I said, "Already I have consented to lease it to Sir W. Buller"; and I carried out my word. I promised you should have it, and when you came back I gave it to you.

253. Did any of the Muaupoko object to this lease?—No one ever raised any objection to it. Who could have objected? They could not have opened their mouths about it.

253A. You afterwards sold two small portions to me cut off from this block?—Yes, 8 acres and 2 acres, for £10 an acre.

253B. Did any member of the Muaupoko object to the transaction?—No.

254. *The Chairman.*] Did any of the tribe claim any of the money?—No. Raniera te Whata was the only one who would have had a right to ask me about it; but he never did.

255. *Sir W. Buller.*] When the proceedings of which you have told us commenced in the Supreme Court at Wanganui Mr. Edwards was acting for you with me, was he not?—Yes.

256. Was it not necessary for the tribe to find funds for Mr. Edwards?—Yes; I had a mortgage on No. 14 to raise £500 and further advances.

257. Was not that mortgage read out in Court by Judge Ward in the Native Land Court in the hearing of the Muaupoko?—Yes.

258. Did any member of the tribe come forward and object to what you were doing?—No.

259. During the whole of the negotiations with me did you ever tell me that this was land held by you in trust? Did you not represent it as your own?—Yes, I said it was my own, and for any one else I chose to let in.

WEDNESDAY, 11TH MARCH, 1896.

WARENA TE HAKEKĒ examined.

1. *Mr. J. Stevens.*] To what tribe do you belong?—The Ngatiapa and Muaupoko are my tribes.

2. What was your father's name?—Kawana Hunia.

3. What was your grandfather's name on the father's side?—Kawana te Haheke.

4. Your grandmother's name?—Kaewa.

5. To what tribe did she belong?—Muaupoko.

6. To what tribe does Kemp belong?—Wanganui and Muaupoko.

7. Was Kemp's father Muaupoko or Wanganui?—His father was Muaupoko, his mother Wanganui.

8. What was the difference in status as chief and chieftainess between Kemp's father and your grandmother?—I have heard that my grandmother was a chieftainess in her own family tribe, and that Kemp's father was a chief of his family tribe, Muaupoko.

9. Was there any chief at the time greater in importance, or who held higher rank, than your grandmother and Kemp's father?—There were no greater chiefs than Kemp's father and my grandmother.

10. Therefore, their respective mana was equal?—I have heard that my grandmother was a chieftainess at her time, and that Kemp's father was a chief in his time.

11. But have you heard whether their rank was equal or whether there was a difference?—I have heard from my father that my grandmother was of the greater rank of the two.

12. Can you say where Kemp resided, and where he was born?—No, I cannot state where he was born.

13. Do you know whether he was born on the Horowhenua Block—*i.e.*, No. 11?—I do not know for certain.

14. Do you remember a sitting of the Native Land Court at Foxton in 1873?—Yes; I remember being there.

15. Who provided the Natives assembled there with the necessary food to maintain them during the sitting of that Court?—The Muaupoko, and Ngatiapa, and Rangietane Tribes.

16. *The Chairman.*] How old are you?—Thirty-seven.

17. *Mr. Stevens.*] Did your father expend any money in providing food? And can you give any idea of the amount he spent?—I cannot state what money he spent, but it was a good deal.

18. Do you think it was £200?—I know he gave £200 that came from Aorangi; they got the money from Mr. Booth, at Foxton. Aorangi is near Palmerston.

19. Do you remember any other sum?—There was more money than that.

20. Did your father lease some land to Mr. James Bull?—Yes; he leased Pakapakatea.

21. Was any of the money derived from that expended by your father in providing food?—Yes; some of the rents were so used. And some were used to pay the solicitors engaged in the Horowhenua case.

22. What was the name of the solicitor who conducted the case for your father?—Mr. Cash, of Marton.

23. How much was paid to him for his services?—I heard that he received £700; but I heard afterwards that his bill was taxed, and that the sum was reduced.

24. By whom was the money paid to Cash?—By my father and Kemp.

25. How much did they each pay?—My father and the Ngatiapa paid most of the money.

26. After the sitting of the Court, do you remember a disturbance which took place between the Ngatiraukawa and Nuaupoko?—Yes; it was concerning Horowhenua.

27. Did you hear that there were any houses burned down?—Yes; they belonged to the descendants of Te Whatanui.

28. At whose instance were they burned down?—My father was the cause of it.

29. There were shots fired, and had it not been for the intervention of the Government there would have been war between the tribes?—Yes; if the Government had not interfered, there would have been trouble.

30. Do you remember the occasion of your father being summoned by the police for having incited these men to burn the houses?—Yes.

31. Do you remember who was the solicitor who defended him?—No; I forget.

32. Do you remember where the case was heard?—I believe it was in Wellington.

33. Do you remember who accompanied your father to Wellington?—You were one; there were several others, but I forget who they were.

34. Did you hear that your father was imprisoned?—Going to Wellington was equivalent to putting him in prison.

35. But you did not hear that he was actually in prison for a short time?—I do not know myself that he was.

36. Did Kemp take any part in the defence of the Muaupoko at that time against the Ngatiraukawa, and, if so, what part did he take?—Yes; he was with the Muaupoko.

37. Was he here at the time the shots were fired?—I don't think Kemp was here at the time the shots were fired.

38. In all the disputes between Ngatiraukawa and Muaupoko who took the most prominent part in defending Muaupoko against Ngatiraukawa?—My father.

39. At the time of the subdivision of the 52,000-acre block were you present at the several meetings held for the purpose of arriving at a subdivision?—I was not there when they met about dividing that block, in 1886.

40. Why were you not present?—My elder brother, Wirihana Hunia, was there, and that was the reason I did not go.

41. Were you at any subsequent meetings?—I went to a Native meeting after that at Horowhenua.

42. Was any proposal made at that meeting with regard to the subdivision of the 52,000 acres?—The cause of our meeting then, in 1891, was that we were taking into consideration what we should do with No. 11; but we arrived at no definite conclusion.

43. Can you state any of the proposals that were made, and that were offered by one side and rejected by the other, or *vice versa*?—It was to consider how many thousand acres should be given to Kemp, and how many to me; but there was nothing concluded about it.

44. Who generally took the most prominent part in the management of affairs since your brother's death—you or your elder brother?—My elder brother.

45. You therefore think your brother would be able to speak with more authority than yourself?—Yes.

46. Have you received from Kemp any portion of the money which he received from the Government for the sale of the township of Levin?—No.

47. Have you received any portion of the money for the 800 acres (No. 10) sold for Sievwright?—No.

48. Have you received any portion of the rents received by Kemp from Hector McDonald, who was the lessee of the run (No. 11)?—No.

49. Do you know at what date this lease was made by Kemp to Hector McDonald?—I do not know.

50. Do you know whether the lease was in existence before the subdivision took place?—The lease was before the subdivision.

51. Was it before the Court sat in 1873?—It was before that.

52. Do you know whether your father received any portion of the rent from McDonald down to the time of his death?—I heard there was a lease, but the lease was made by Te Whatanui.

53. That was before the sitting of the Court in 1873?—Yes.

53A. Since the Court of 1873, who received the whole of the rent?—The Muaupoko.

54. Did your father receive any portion of it?—I never heard of it.

55. Who received the first rent, in your opinion, Muaupoko or Kemp?—Kemp.

56. Was the rent paid to Muaupoko through Kemp, or directly from Hector McDonald to Muaupoko?—He gave the moneys to Kemp.

57. You have received no part of it since your father's death, nor do you remember your father receiving any from Kemp?—No; I did not know that my father received any during his lifetime, and since his death I have not received any money.

58. After the subdivision took place, there was a portion of the land awarded to a number of persons—the Muaupoko and that section of the Muaupoko belonging to Ngatiapa: how much did you receive in your own right of the sections that were divided in No. 3?—105 acres.

59. Is that all you received out of the Horowhenua Block?—Yes.

59A. Not another acre?—No.

60. At the proposed subdivision of No. 11, how many acres did you expect in your own right for yourself and your family, including the members of your brother's family?—The number of acres that were placed to my name at the Court at Palmerston—6,500 acres, more or less.

61. Had your father any cultivations or buildings on any portion of this 6,500 acres?—Yes; he had his cultivations on it.

62. Had some of the Muaupoko cultivations there also?—Yes.

63. Having got this land awarded to you in your own right, was it your intention to have used this land for your own individual requirements, and to have driven the Muaupoko off the land?—No; I did not think I should occupy the land only, and turn the Muaupoko off it.

64. What did you propose to do with it?—I thought a certain portion should be marked off and given to my hapu, and I gave a list of the names to Mr. Cadman.

65. Therefore, if it has been stated that it was your intention to deprive or rob the Muaupoko of their land, it is not correct?—I never had any intention of the kind. My intention was to have a portion divided off for the hapu. I had stated at Palmerston that I would return a portion of the land to the Muaupoko—*i.e.*, to the section called Ngatipariri.

66. Do you know whether Kemp had proposed to deal in the same way with his portion of No. 11?—So far as I know, he did not intend to do anything of the kind; he had no list of names made out. The list of names I made out I gave into the hands of Mr. Cadman.

67. You recently sold to the Government a portion of the 6,500 acres of which you spoke?—Yes.

68. Of the remainder, how many acres did you propose keeping for yourself and family?—About 5,000 acres. I sold 1,500 to the Government.

69. The 5,000 would be the whole balance: how much did you intend to keep for yourself and your immediate family?—I intended giving 3,000 acres of that to the Ngatipariri.

70. You made this offer, I understand, on several occasions to the Muaupoko?—I have not yet made any statement of this kind to the Ngatipariri, because there has been so much trouble about the land. I thought it should be settled in this way, and I handed in a list of names to Mr. Cadman.

71. *The Chairman.*] When did you hand in that list?—At the time he was Minister; I and Donald Fraser handed in the list.

71A. Was that before or after you sold the land to the Government?—It was before I sold the land.

72. *Mr. Stevens.*] Did you never discuss with the Ngatipariri the proposal which you made to Mr. Cadman concerning the list of names you gave him of persons who would become entitled to a part of the land?—I have never spoken to them about it; but that was my intention.

73. *Sir W. Buller.*] You say your age is thirty-seven?—Yes.

74. Do you know how old you were at the time of the Court sitting at Foxton in 1872-73?—I do not know how old I was.

75. Are you not a student for the Ministry now?—Yes.

76. You are a lay-reader?—Yes.

77. Then, cannot you work out how old you were?—No.

78. Were you not too young to take part in any of the meetings?—Yes; I was very young at the time.

79. And you took no part in the meetings?—No; I took no part.

80. Then, what you told us about the payments made by your late father is hearsay?—Yes; I heard it from my father.

81. When did he tell you what he paid?—At the time and since; I have always heard it.

82. You do not know who collected that money and gave it to your father?—My father's tribe—the Ngatiapa, Hamuera, Aperahama te Pae.

83. You told us about the burning of the houses, and you say it was done at the instance of your father, and that Kemp was not there: were you there?—No; I was not, but my elder brother was.

84. How do you know he was there when you were not there?—I know he was there, because I was at Parewanui, and he went on.

85. And you suppose he came here?—He left me at Parewanui, and he went on.

86. You told us about the events in Wellington: were you there when your father was arrested?—No; I did not go down.

87. In all these events your father took a more prominent part than Kemp: that is what you heard?—Yes; I heard so.

88. You were not at any of the meetings which preceded the Division Court of 1886?—No; but my brother was.

89. You have heard that your brother was there: you did not see him?—No, I was not present myself.

90. Do you remember the sitting of the Supreme Court in Wanganui before the Chief Justice in September, 1894?—Yes; I gave evidence on that occasion.

91. The evidence you gave there was true, every word of it?—Yes.

92. You said, in reply to Mr. Stevens, that at the meeting of Muaupoko, in 1891, at Horowhenua, you made certain proposals to the tribe in regard to Block 11?—It was not my utterance from my own mouth at that time; they were the utterances of my brother and Donald Fraser.

93. Did you make any speech at all at that meeting at Horowhenua when these proposals were put before the Muaupoko?—No. Donald Fraser made a speech, and so did Wirihana; but I did not.

94. How did the Ngatipariri know you were going to give them 3,500 acres. Was it Fraser and Wirihana who told them?—No; that was not said; but they knew that it would be done. If there had been no disturbance by Kemp and Sir Walter Buller, the 3,500 acres would have been given to the Ngatipariri.

95. How did they know that?—They had heard it was my intention to do so.
96. How had they heard it, if you had not told them?—They heard it from Fraser.
97. Was Fraser at that time your agent?—Yes.
98. And did Wirihana speak with your authority?—Yes.
99. Then, what was said at that meeting by Fraser and Wirihana was in effect your speech to the people?—Yes; what was said by them were my wishes.
100. Then, by the mouths of these two representatives, Fraser and Wirihana, you agreed to give the tribe 3,500 acres?—Yes.
101. And to whom was that offer made by you through these two mouthpieces—to the Muaupoko as a whole, or to Ngatipariri?—The talk then was about the division that had been made of No. 11 Block between Kemp and myself, but we did not arrive at any conclusion.
102. Did you offer this 3,500 acres to the Ngatipariri or not at this time, or was it only in your heart?—If it had been settled at that time between Kemp and myself, I should have given the 3,500 acres to the Ngatipariri.
103. I want to know what you mean by the Ngatipariri? They are a hapu of Muaupoko are they not?—Yes; I mean by the Ngatipariri those who are cleaving to me.
104. Who are those who were to get the 3,500 acres if a settlement was come to?—Himiona Kowhai, Iritana Kowhai, Te Paki te Hunga, Hariata, wife of Hoani Puihi, Hema Henare, Ruka Hanuhanu, Kingi Puihi, son of Hoani, Hana Rata te Raraku, Mere Ana Maunu, Rhipeti Nireaha, Hiria Puihi, Pero Tikaro, Pene Tikaro, Hoani Nahona, Pararina Paki, and some others whose names I forget.
105. Those were the people who understood they were to get 3,500 acres if you and Kemp came to a settlement on this occasion?—Yes; my list was a longer list, which I handed to Mr. Cadman.
106. You regard these as part owners with you in Block 11 at that time?—Yes; those were the Ngatipariri, who were cleaving to me.
107. Do you remember applying to the Native Land Court in 1890 to subdivide this block of 15,000 acres between yourself and Kemp, and the Court divided it and gave you and Kemp about half each?—Yes.
108. You had the half on one side of the stream and Kemp the half on the other side?—Yes.
109. Do you remember the Court which sat in 1891, presided over by Judges Mair and Scannell?—Yes.
110. Do you remember their judgment saying they would not disturb that division as the law stood?—Yes.
111. Did that meeting which you attended, but did not address, take place after this second judgment by Judges Mair and Scannell?—Yes.
112. When you and Kemp were supposed to be in possession of the block?—Yes.
113. You say it was understood by those Ngatipariri whose names you have given, that, if the agreement came off, they would get 3,500 acres?—Yes.
114. That would still leave you under your name 3,000 acres?—Yes.
115. As you understood the matter, for whom was that 3,000 acres that would be left in your name—for yourself only, or for yourself and others?—For me and my sisters.
116. What are the names of those for whom you proposed to retain the other 3,000 acres?—Myself, Wirihana Hunia, Terena Mete Kingi, Rakere Hunia, Hera te Upokoiri, Te Raraku.
117. Did the members of your family know at that time this portion was for them?—Yes; they knew it from the fact that I was their brother.
118. You admit they were owners with you in this block which had been divided between yourself and Kemp?—Yes.
119. You remember the evidence you gave in the Supreme Court at Wanganui?—Yes.
120. I am going to read part of it to you. Do you remember the question being put to you by Mr. Edwards: "You say you are willing to return part of the land"? Your answer was "Yes; to those to whom I am pleased to give it"?—Yes.
- 120A. Mr. Edwards asks: "Not that they have a right to it," and your answer is, "No; on account of the kindness of my heart"?—Yes.
121. Then you added: "Himiona Kowhai will be put in"; "How much"? "I do not know"; "If you get 11B, how much are you going to give Himiona Kowhai"? "I could not say; if I like to give him an acre that is my affair. I am going to give the 3,200 acres to those I wish, and they can do as they like. Himiona is one I am going to give it to, and others of the Ngatipariri. If I like to give it to one man, or two, or three, I will do so." Was that true?—Yes.
122. Why did you not tell the Supreme Court what you have told us to-day? Why did you not give the names of those who were part owners in the land?—I was not asked at the Supreme Court to give in any list of names, or I should have done so.
123. What did you mean by saying, "If I like to give all the land to one, or two, or three, I will," when you admit that all these were owners with you?—I did say so.
124. Now, you say you knew these were owners with you?—They were perfectly clear that they would be owners with me, if this understanding was carried out with Kemp.
125. You would have put them into this 3,000 acres, because they had a right to go in with you?—Yes; on the land I had set apart for them.
126. Your reason for putting them in, was because they had a right to be there, and you left out others because they were not entitled to be there?—The Ngatipariri who clave to me were the ones I was going to put on the land.
127. Had they a *whai paanga* on the land or not?—They had a right on this land, but according to the decision of the Native Land Court, the block was given to myself and Kemp. They had a right on this before 1886.

128. You say that if the Supreme Court had asked for the names, you would have given them?—Yes.

129. Was it then because Mr. Edwards asked the question, and not the Court, that you would not give the information?—It was Edwards who asked me the question, "How many acres I was going to give," and I said I did not know.

130. If the Court had asked you instead of Mr. Edwards, would you have told the names you gave us to-day?—If the Court had asked me to give a list of names, I should have given it.

131. But when Mr. Edwards asked you, all you said was: "I shall give to whom I please"?—Yes.

132. You told Mr. Edwards that none of these people had any right to the land, but you tell us to-day they had a right to it?—They had a right to it before 1886, but after 1886, when the land was given to myself and Kemp, they had ceased to have a right.

133. Who told you that? The lawyers?—The law made in 1886; and the Court gave the order to myself and Kemp. The order never said then that we were trustees.

134. Who interpreted the law for you, and said you were absolute owners?—It was the decision of the Native Land Court that informed us we were owners, and it was the Native Land Court that divided the whole block, amounting to 52,000 acres.

135. It was when you asked the Native Land Court to divide the 15,000 acres between yourself and Kemp, that you discovered that, instead of being there as a caretaker for Ngatipariri, it was yours?—Yes; that was what I understood.

136. Then, if the Land Court had not told you you were the absolute owner, you would have put all these people in as a matter of course?—Yes; on my conviction.

137. So, if a wrong has been done to your people, it has not been done by you, but by the law?—The tribe knew quite well that pieces were to be given to them, and they knew this piece was given myself and Kemp.

138. Did not a lot of members of the tribe in the Supreme Court say they understood it was given to you and Kemp simply to take care of, as caretakers?—A number of Kemp's people said so at the time; but they would not have said so, unless this trouble had commenced.

139. But for the Court saying you were the two owners you would have put in the names? you say had a right to be there?—Yes; according to my thoughts (*whaakaaro*).

140. Therefore, if a wrong was done to the Ngatipariri by being left out, it was not your wrong but the wrong of the law?—Yes.

141. Are you aware that the Supreme Court has reversed that in respect to these people, and they are put back?—I hear you say so.

142. Do you not know that the Supreme Court has put you and Kemp in the wrong, and put the Muaupoko back on the land?—I do not know it at all.

143. Will you swear you have never heard the result of the judgment at Wanganui in the Supreme Court?—I know that I was beaten in the Supreme Court at Wanganui, and that I had to pay costs.

144. Have you paid those costs?—No.

145. Did you not hear that, when the Court ordered you to pay costs, the Court also struck out your name and Kemp's, and put back the whole of the original list on this land?—I knew that; but I knew perfectly well the Judge was on your side all through.

146. That was the Chief Justice, was it not?—Yes.

147. Have you not heard that, although the Chief Justice was on my side all through, all the Judges confirmed afterwards, in the Court of Appeal, what he had done?—Yes; because they all pull one way.

148. But all the Judges came over to my side?—Yes; but you are all sticking together.

149. Did you hear also that they had struck out the part of the judgment which required Kemp to account to the people for rents?—Yes.

150. For what purpose did you give the list you spoke of to Mr. Cadman? Was it a list of those you say were owners with yourself in the block?—I did not put them in the list because they had a right to the land, but according to my own thoughts.

151. Was it a list of those who would have had a right to the land but for the judgment of the Court which gave it to you two, in your own opinion?—Yes.

152. Was the list given to Mr. Cadman before or after the meeting at Horowhenua when you did not speak?—I cannot be quite certain now as to whether it was before or after, but it was about that time.

153. Was that after the last judgment of the Native Land Court?—Yes.

154. You sold a part of this land to the Government. Was it a part of the land you proposed to give the Ngatipariri, or that you proposed to keep for yourself and family, that you sold?—I did not make any division at that time at all; I simply sold a portion of the block.

155. Did you sell it on your own behalf or on behalf of yourself and others?—It was on my behalf, and not on that of others.

156. Who arranged it with you—you or an agent on your behalf?—I and my brother Wirihana arranged it.

157. When was your first talk with the Government about the sale of this land?—After the last Court at Palmerston.

158. Then this sale to the Government was arranged after you gave your list of names to Mr. Cadman?—I first spoke about the sale before the list of names was sent in.

159. Where was the first talk, and with whom?—The first talk took place in Wellington. My brother was there, and Mr. Cadman, the Minister, was there. He was then Native Minister.

160. That was after the meeting at Horowhenua, when you went, but did not speak?—There were two meetings here, and I went to Wellington several times.

161. You remember the meeting when you made the proposals, and said, "I will give so much to Ngatipariri if the arrangement between Kemp and myself comes off"?—Yes; it may have been after that meeting, or it may have been before. Donald Fraser would know.

162. Was Fraser, who you say was your mouthpiece, with you when you had this first talk with Mr. Cadman?—Yes; and Mr. J. G. Wilson.

163. Was Mr. Stevens there?—No.

164. From whom did the proposal come—from you or the Government—that you should sell part of the land to them?—It came from me.

165. What took place? What did you say to the Government, and what did the Government say to you?—I told Fraser, my agent, what I was going to do about Horowhenua.

166. Did you suggest the sale, or did Fraser suggest it to you?—No; it was my own desire.

167. Having made up your mind to sell part of the estate to the Government, you consulted Fraser, your agent?—Yes; after I decided to sell it, I informed Fraser.

168. He took you to Wellington to see the Minister?—No; Fraser went first by himself.

169. But, in consequence of what Fraser said to you, you went down afterwards?—Yes; Fraser spoke to me about it, and I went with him.

170. Was that after the Horowhenua meeting?—I do not know; it was about the same time.

171. Did Fraser know at the time what you told us now about those people whom he was prepared to put in with him in certain events?—Yes; Fraser spoke about that in the Native Land Court.

172. In consequence of what Fraser told you, you accompanied him to Wellington, and saw Mr. Cadman. In whose office did you see him?—I went to the Government Offices.

173. Was Donald Fraser the spokesman, or did you speak to the Minister?—Fraser spoke, and the names I had put down on paper.

174. Did you put them down there, or bring them with you?—I wrote them at Parawanui.

175. What did Mr. Cadman say when you said you wanted to sell part of the block?—He said they were glad to accept the sale.

176. Did you and Mr. Cadman arrange the price at that meeting?—We did not say anything about the price at that time.

177. You say you made this proposed sale to Mr. Cadman on your own account, because the land was yours?—Yes.

178. Then why did you hand in the list of names?—Because I had already decided to do that.

179. You say you sold the land because it was your own: if so, why did you at the same time hand in this list of names to Mr. Cadman?—Not in consequence of anything that was said to me, but from my own thoughts.

180. Did not Mr. Cadman say, "What is the list of names"?—I handed in the list of names, and I said, "This is a list of those for whom I have thought."

181. What did you mean by "the men I have thought for"?—It was in consequence of what I had said to my agent in reference to the troubles that had been about Horowhenua.

182. What did Mr. Cadman say when you gave him this list of names?—He said, "Very well," and I left the list with him.

183. Did he give you any message to these people when he dismissed you?—No.

184. Do you know whether Mr. Cadman ever communicated with any of these people about this?—He never told me that he did. Both Fraser and I told Mr. Cadman to take care of the list of names, because the trouble was not finished about Horowhenua, and the list was not yet completed.

185. Did Mr. Cadman say he would keep the list?—I suppose so, because he took it into his room.

186. Did you tell Mr. Cadman that these people in the list were consenting to what you were doing?—No; I did not say that. The Ngatipariri had nothing to do with the sale; I did it on my own responsibility.

187. Then why did you leave the list? What was the object of leaving it?—I handed in the list to Mr. Cadman in consequence of what Kemp had said in Court that we were trustees for the Natives. I said, "No; that is not the case; this land belongs to Kemp and myself."

188. In that case why bother about a host of names, if it was your land?—I told Mr. Cadman and so did Mr. Fraser, that this talk of Kemp's was only on his tongue, and I said, "If it is true that this land belongs to the people, why does Kemp not give it to the people instead of withholding it from them? I have some feeling for them in my heart, and I will give a list of those who shall partake of the land." I gave the list to Mr. Cadman, to show that although Kemp was stating that he was trustee for the tribe, and held the land on their behalf, yet he took no action to give it to the tribe.

189. You told the Minister that the profession was on Kemp's tongue—that he was pretending to be a trustee, but kept the land?—I told Mr. Cadman there was nothing at all in Kemp's statement that he was a trustee, because he had not handed in a list of names of the people like I had.

190. That Kemp had not put in any list of names, and it was all profession?—Yes; but I gave one in, because I wanted to show that I did not want to exclude the people.

191. The people who had a right to be there?—I did not put them in because of any particular right to this land, but from my own thoughts.

192. You told Mr. Cadman that the people in the list were those for whom you had *whae-kaaro* in relation to the land?—Yes; for whom I had good intentions.

193. So that in this interview you did all you could for the people for whom you had *whae-kaaro*?—Yes; I handed in the list of names I had made.

194. That was the first interview with the Minister, when no arrangement was come to as to price. What was the next step?—We came back after that interview to Parawanui.

195. Did you know, or did you not, that at the time you saw Mr. Cadman, a caveat had been lodged against your title?—Yes; I knew at the time I offered the land for sale that a caveat had been lodged against my title.

196. What was your next step in the direction of a sale to Mr. Cadman or the Government?—Fraser then went to Wellington, and the end was that there was a sale to the Government.

197. Who fixed the price?—Fraser and the Government.

198. How much was it per acre?—Four pounds and some shillings.

199. Did you consent to this price when Fraser told you?—Yes.

200. Did you consult any or all of these people in your list before you consented to the price?—No.

201. Then you did not ask for their consent, then or afterwards?—No; I did not speak to them about it.

202. Was Fraser fully authorised to act for you? Had he power of attorney?—Yes.

203. Did you sign the deed of transfer?—No.

204. Have you never signed a deed?—No; I have not signed any deed.

205. Did you never sign any deed of sale or transfer to the Queen?—No.

206. Was the only thing you signed the *pukapuka* when the money came to Bulls, afterwards?—Yes; all that I know of signing was a receipt for the money I received at Bulls.

207. When did you see the Minister again?—I have stated that Fraser told me he had agreed to sell for £4 and some shillings.

208. How long after the Horowhenua meeting was that, or was it before?—It was before, I think; I cannot be certain about it; perhaps it was before, perhaps after; I think it was before.

209. Do you remember whether you or Donald Fraser told the people at Horowhenua that you had been selling to Mr. Cadman at that meeting?—No; I did not say anything. Why should I?

210. Did you tell Wirihana you had agreed to £4 odd an acre?—Yes; I spoke to him, but I did not tell the others.

211. Did he agree to the price or not?—Yes; he assented to it.

212. Did you tell Himiona Kowhai that you had agreed to sell at that price?—No.

213. Did you tell Hoani Puihi?—I have said before I did not tell any of them.

214. Did you tell your sisters?—No.

215. Then the only person you took into your confidence was Wirihana Hunia?—Yes; I told no one else.

216. When Donald Fraser came and told you he had settled the business, did he give you any money?—I only know about the money I got. I went up to the post-office and got some money by cheque there.

217. Was not that a payment made to you during the sitting of Parliament in 1894? I will read you what you said in the Supreme Court. You have told us you do not remember signing the transfer to the Queen. Do you remember saying this in the Supreme Court at Wanganui in September, 1894, before the Chief Justice. Mr. Edwards put this question: "You have lately signed a deed to the Queen of part of the land—1,500 acres—for £6,000?—I signed the transfer for 1,500 acres; purchase-money, £6,000. Have you received any of the purchase-money?—£2,000, some months ago. In what form?—In money. From whom?—The Government; a cheque. Payable to whom?—To my hands. What did you do with it?—I put it into the Bank of New South Wales in my own name: I have an account at Bulls: I had an account there. When did you pay the money to Donald Fraser?—About the same time; not the whole. How much?—£300, about that. Only £300 to Donald Fraser?—£500 altogether to Donald: I gave him a lot of money before that: I gave him £300 of my own before that: £200 on another occasion: £300 before that: that is all: this money came from other places: I have spent the rest of the £2,000. Did you give any to the tribe?—No;" I never said that in the Supreme Court: what I did say was that I signed a receipt at Bulls for some money I received; I say now I did not sign a deed.

217A. Now, as to the payment at Bulls; did you say this in answer to the question, "Have you received any of the purchase-money?"—£2,000 some months ago.

218. Is that a true report of what you said?—Yes.

219. But you wish the Commissioners to understand that you did not say you signed a deed to the Queen?—I am speaking quite correctly. I did not sign any deed. But it was like this: it was left till all the trouble about these moneys was over.

220. Do you expect more money from the Government, or is that all you are to receive—the £2,000?—Yes; there is £4,000 odd left for me to get now.

221. When are you to receive that?—At the time it will be received, I do not know; the Government know.

222. You did receive £2,000?—Yes; at Bulls, through the Post Office.

223. Who was there when you got it?—Nicholas, the Postmaster.

224. Was Donald Fraser there?—Yes.

225. Did he get you to sign a receipt for the £2,000?—Nicholas put a paper before me to sign, and I signed it.

226. Was any Magistrate there?—No.

227. Was any licensed interpreter there?—No.

228.—Did you give any of the £2,000 to any of the people whose names you gave us to-day?—No.

229. How long was it between the interview you had with Mr. Cadman and this payment of £2,000?—It might have been a year.

230. Do you know who the Minister was at the time the money was paid?—I think it was Mr. McKenzie.

231. Was he the Minister from whom you got the money?—Yes; I understood Mr. McKenzie was the Minister when I received the money.

232. You say the meeting at Horowhenua was soon after the judgment of the Land Court by Judges Mair and Scannel and your going to Wellington with Fraser was about the same time?—Yes.

233. Did you have any communication at all with any Minister during the three years before this time, or did you do nothing?—I was in communication with him.

234. What was the nature of the communication?—I worked, and the Government worked, and you too.

235. What were you doing while you were waiting for the money?—I simply waited for the money.

236. Did you not ask the Government for the money? Did you not send Donald Fraser to ask for it?—Yes.

237. Many times?—No; once.

238. During all those three years while you were waiting for the money—from the time Fraser said it was all settled down to the time you received the £2,000—was not a trouble going on between you and the tribe in the Supreme Court and Parliament?—Yes; I and Kemp had constant trouble.

239. And there were petitions to Parliament over and over again, and an action in the Supreme Court during that period?—Yes.

240. Do you remember a summons being served on you to attend in the Supreme Court and answer charges against you by Kemp, your co-trustee?—Yes; and I went to Wanganui.

241. Did you not receive that summons long before you got the £2,000 out of Mr. McKenzie?—Yes.

242. Had the action not been commenced and the process served months before you got the money?—The summons was received by me before I got the money; then I got the money, and after that the hearing of the case commenced.

243. You complained that you did not get a share of the rents and moneys that Kemp was getting?—I got no rent.

244.—You got nothing out of the 800 acres handed over for Sievwright and Stout?—No.

245. Are you not aware that was a gift to enable Muaupoko to pay off a big bill of costs?—Yes; I knew there was an absolute gift of this 800 acres made to Kemp. I heard it was for that purpose.

246. If so, how could you expect any money out of that if it was a gift for that purpose?—I never said I expected anything out of it, because I knew it had been given to Kemp for that purpose.

247. You say Kemp received rents from Hector McDonald, and you never got any?—No; I had no money.

248. Is it not a fact that you were always asking Kemp for money when you were in trouble?—I only went once to Kemp to ask him for money, at the commencement of the disturbance between me and Kemp over the timber leases to Bartholomew, over 1,000 acres. I went to Wanganui, and we both went to Richard Woon's office.

249. Did Kemp give you any?—No; but he and I had a dispute. I then said to Kemp, "Then I shall apply for a division of this land."

250. That was why you applied for a division of the land?—That was the reason I asked for it.

251. You made this application by word of mouth to Kemp in Fraser's hearing?—Yes; I asked him if he had received the money from Bartholomew for the lease over that 1,000 acres, and he said, "I have not received any money for the lease," and he then said that in any case he did not see that I should take money from the lands here to pay for cases that were going to be heard in Napier.

252. How much money did you ask for on that occasion?—£100. I said, "If you have received the money and spent it for your own purposes, you had better say so at once."

253. Did you say what you wanted the £100 for?—I wanted £100, but I wanted whatever money he had got. If he had told me he had received the money, and it had been spent, there would have been an end of it.

254. Were you being pressed by creditors? Were you in a hurry to get the money or not?—No. I heard from the solicitor in Marton that Kemp had leased this land to Bartholomew, so I went to ask for my share of the money.

255. Not because you were being pressed by creditors?—No.

256. Are you sure that was the only occasion on which you asked Kemp to give you money?—I went once before to Kemp.

257. Where was that?—I and Fraser went to him in Wellington, and I asked him for £100, and he gave it to me.

258. Was that application made by word of mouth—face to face?—Yes.

259. You were not being pressed by your creditors then?—Yes; I was in want of money, as I very often am.

260. About what time was it you got this £100? Was it long after the Land Court in 1886?—I got it in the same year.

261. Are those the only occasions on which you asked Kemp for money?—There was another time, at Wanganui, when I sent him a wire from Bull's, and he sent me £40; that was at the end of the year.

262. Have you ever, on any other occasion, asked Kemp for money?—No; I have got £140; that is all.

263. Will you look at this letter (produced, marked B)? Is it in your handwriting?—Yes (Subsequently the witness said, "I have to say it is quite correct that I did sign a deed. I signed a deed in Mr. Sheridan's room in the Government buildings; therefore Sir W. Buller's question to me about the deed was quite correct.")

264. *Mr. Marshall.*]—In respect to this money you received from the Government I understood you to say it was not paid to other members of your family?—No.

265. And also you consulted no other members of your family, except your elder brother Wirihana, as to the proposed sale to the Government?—I only spoke to him about it.

266. At the time you negotiated with the Government you were aware that your sisters had also entered a caveat protecting their right in respect to Block 11?—Yes; I knew that.

266A. I believe in the year 1892 you issued a pamphlet, headed, "Statement of Warena to Hakeke"?—Yes.

267. Is this a copy of the pamphlet?—Yes.

268. Are the statements in it generally correct?—Yes.

269. You also presented a petition to Parliament?—Yes.

270. You were present at the sitting of the Supreme Court in Wanganui when the petition was read?—Yes.

271. In respect of Block 5, your father, Kawana Hunia, was awarded 105 acres?—Yes.

272. A succession order has been made by the Court in respect of the share of your father?—Yes.

273. And the award in the Court was in favour of this title mentioned by you?—Yes; in equal shares.

274. *Mr. Morrison.*] Do you remember the building of Kupe on this block? Your father previous to that had a dispute with some of the Ngatiraukawa?—Yes.

275. Can you say who of the Ngatiraukawa disputed with him?—Yes; Tawatene, Tiwaewae, Tauteka, Karoraina, Tewhiu (wife of Tiranginui), and Waretini. Those are the names I remember.

276. Where did these people live? Did they not live on this block?—Yes; they and their children, near Raumatangi.

277. How long had they lived there?—I cannot tell how many years, but for a long time it was their principal home.

278. Do you know who lived at Waiwiri?—I do not know for certain, but I heard it was the same people.

279. From whom did you hear it?—From my father.

280. Did you not hear that others lived at Waiwiri as well—that Keraipe Tepuke lived there?—Yes; he was another.

281. Was not Waiwiri his principal home?—Yes; it was a principal home.

282. Was it not also a principal home for Matene te Whiwhi?—I think so, because he married Tauteka.

283. Had he not a right to live there himself, apart from that?—I think not.

284. Did not Nerehana Tapaia live at Waiwiri?—I could not speak for certain.

285. Have you not heard so from your father?—No; I did not.

286. Did not Rahete Topiora live there?—He may have, but I cannot say.

287. Have you not heard from your parents that it was a home of his?—He might have lived there.

288. Do you know where the kainga of Otawhaowhao was?—I could not point it out on the map.

289. Was it not between the two Lakes Horowhenua and Waiwiri?—Yes.

290. Where was the kainga of Mahoenui?—I think it was between the two lakes.

291. Have you heard who lived at Mahoenui?—I heard that Watene and his people did.

292. Do you know where the kainga of Whakamate is?—No.

293. Do you know where Te Karetu was?—No.

294. Do you say that Otawhaowhao was on this land?—Yes.

295. Did not Keraipe te Puki and his people live and work at Otawhaowhao?—They lived there.

296. Was it not a principal residence of theirs?—Yes.

297. *The Chairman.*] Was it before or after 1873 that they lived there?—I think they lived there before 1873, but they had a great many residences.

298. Did they live there after 1873?—Yes.

299. Were those the people whose houses your father burned down?—Yes; they belonged to Watene and others.

300. *Mr. Morison.*] There were two burnings, were there not; the first at Koturawa?—Yes.

301. And the second at Rakauhamama?—Yes.

302. Do you know what was done in consequence of the second burning? Was not your father taken to Wellington in consequence of the second burning?—Yes; in consequence of the disturbance.

303. Do you know whether any land was given to the people whose houses were burned?—I heard so from my father.

304. Was this land given to these people in consequence of the burning of the houses?—That is what I heard.

305. The land to be given to these people for the burning of the houses was 1,300 acres?—I heard so.

306. At the time you heard that, was it not shortly after the trouble that has taken place between the Ngatiraukawa and the Muaupoko?—I heard that in consequence of the trouble the Government had something to do with it, and this land was to be given to them in consequence of these troubles.

307. Was not that a matter commonly talked about by all the Muaupoko afterwards—the giving of this land in consequence of the burning of the houses?—Yes; they all understood it was in consequence of that.

308. Have you ever heard that the land was given for any other reason?—No; I did not hear that it was given for any other reason.

309. Do you know the land to the south of the Hokio Stream?—I know the land, but I do not recognise it on the map.

310. How old were you when you first recollect seeing settlements on the land?—When I was very young.

311. Is it not a fact that none of the kaingas to the south of the Hokio belonged to the Muaupoko?—The kaingas that are there now do not belong to the Muaupoko.

312. Did the kaingas you first saw there as a child not belong to others than the Muaupoko?—When I saw this place first as a child I understood they belonged to Watene.

313. Then the Muaupoko kaingas were to the north of the Hokio Stream?—Yes.

314. Was it not shortly before the Court of 1873 that the first troubles arose between Ngatiraukawa and your father?—Yes.

315. You know, do you not, that all the land south of the Hokio was leased not by the Muaupoko but by the Ngatiraukawa?—I heard that my father took that lease.

316. Do you admit that the Ngatiraukawa made the lease?—The Ngatiraukawa leased the land to Hector McDonald, and after that Kawana Hunia took the lease. He objected to the lease, and said the lease given by the Ngatiraukawa was of no value.

317. Did not Hector McDonald pay the rent to Ngatiraukawa, and not to your father?—Yes; in the first instance, he paid to Ngatiraukawa.

318. Did he not continue to pay this rent for many years to Ngatiraukawa?—Yes; I heard he paid it to them for many years.

319. And for many years no one disputed it?—No; for some years there was no dispute about it at all; but Kawana objected, and said the Ngatiraukawa had no business to lease the land to Hector McDonald, and that was the beginning of the trouble.

320. Did not Watene and his people get fish from the lake on the south side?—I heard they had been to fish on the lake, and also that they had taken the fish pas of Raumatangi. And they had eel-pas, &c., on the stream?—Yes; on the Hokio Stream.

321. Up to 1873, no one disputed their right?—I heard they were objected to by my father.

322. By any one else?—Not so far as I know.

323. Do you know a burial-place on this block called Oiowao?—No.

324. Do you know any burial-places where the dead of the Ngatiraukawa were buried on the north of the block?—No; I do not know about that.

325. *Mr. Baldwin.*] You have told us of a large number of Ngatiraukawa who lived on this block, and they lived there a considerable time previous to 1873?—Yes.

326. How did they come to live there?—They came there because they had a claim on the land at Waiwiri. They will know the reason best. I suppose they went there because they had a claim.

327. Do you say they had a claim there as well as at Waiwiri, or that their sole claim was at Waiwiri?—Waiwiri and the adjacent land.

328. Had they a proper claim to Waiwiri and the adjacent land?—I suppose they had a good claim to the lands there because they have got Crown grants.

329. That applies also to Horowhenua?—That does not apply to Horowhenua.

330. You said that long prior to the 1,300 acres being given, or the Native land sitting at all, certain persons whose names you gave lived about the south part of Horowhenua: What was their right there? Had they any right there?—I only know that on the 1,300-acre block they had no claim. The 1,300 acres were not cut out till 1886. You say that in 1873, and a long while prior to that date, a large number of persons lived on the Horowhenua Block, south of the Hokeio stream: What was their right there?—From ancestral claims.

331. Ancestry from Whatanui, was it not?—They will know their ancestry; I do not know.

332. Do you remember the coming of Te Whatanui?—I have heard of it.

333. Have you heard that Te Whatanui was invited to this part of Horowhenua by Te Rauparaha?—Those are ancient tales, and I do not know much about them.

334. You gave us a list of certain persons who lived on this land. Have you heard of the man called Te Whiti living there?—Yes; I have heard he was living on the ground with these other people.

335. Do you know when the last Whatanui Tutaki died?—I have heard.

336. Was it about 1869?—I heard of his death, but I do not know when he died.

337. Was not the lease to Hector McDonald of the land south of the Hokoio a lease from Whatanui Tutaki alone?—I have heard so.

338. Have you heard that that lease expired about 1870?—No; I did not hear that.

339. Was there any dispute with Muaupoko or anybody else up to the death of the last Whatanui in regard to this lease, or any other matter in regard to the land south of the Hokoio?—I did not hear anything about Muaupoko making any disturbance about it. The only one I heard of making a disturbance was my father.

340. Was the exact date, when your father made the disturbance, before the death of the last Whatanui?—I could not say for certain.

341. Have you not heard that Whatanui continued to receive the rent undisputedly up to the date of his death?—I heard that Whatanui used to receive the rents, but I also heard that my father objected to the lease.

342. And no notice was taken of his objection?—I believe Kawana Hunia objected to the lease during Whatanui's lifetime.

343. Was it not immediately after the death of the last Whatanui that Watene te Waewae and Nicholson, the husband of Caroline, began to appear on the scene?—I do not know.

344. Was it not the right of Watene, and Tauteka, and Caroline, that Kawana objected to?—I do not know about that.

345. But it was in 1870, was it not, that the first burning of the houses took place?—Yes.

346. It was Watene's house that was burned?—Yes; and his wives' and children's.

347. There was a large meeting, was there not, in 1870 or 1871, between the Ngatiraukawa and the Muaupoko in connection with this trouble?—Yes.

348. It was the very urgent request of Kawana Hunia and Kemp that, before anything could be settled, Watene was to be removed from Horowhenua as having no claim?—I did not hear of it.

349. Was not this large meeting adjourned to ask Wi Pomare and his wife, Hene Matoria, both of whom were lineal descendants of Te Whatanui, to come down and settle the dispute?—I do not know anything about that.

350. At the time of this meeting were you there?—I was not there.

351. Was the other burning you spoke of the burning also of a house of Te Watene's?—Yes.

352. The Muaupoko never burned anybody else's houses on the land?—No; I only heard that the house belonged to one.

353. Have you not heard that there was a particular personal enmity between Kawana and Watene?—I only know the houses belonged to Watene, and Kawana burned them.

354. Did your father have a settling of the dispute by giving the 1,300 acres?—No; the Government did it.

355. Who was acting for the persons who had been judged to be owners of Horowhenua?—I heard that Kemp was.

356. The whole thing was left to him, was it not?—I heard it was left to Kemp to settle the trouble.

357. *Mr. Morison.*] Have you heard that chiefs from the Wairarapa were asked to come and settle this dispute?—I only know that some of the chiefs of Ngatikahungunu came here when Kupe was built.

358. *Mr. McDonald.*] I heard you say you were thirty-seven years old?—Yes.

359. You were then fourteen in the year 1873, when the Court was held at Foxton?—Yes.

360. Were you not one of the people employed to get food at the meeting at Foxton?—Yes; I was one of those who carted food.

361. You did come to that Court?—Yes.

362. Who were the parties in that Court, on the one side and the other?—Hunia and Kemp on one side, and the Ngatiraukawa on the other.

363. Who was conducting the case for the Ngatiraukawa?—Mr. Buckley—now Sir Patrick.

364. You and these gentlemen here—Mr. Baldwin and others—have been trying to throw more light on this case than Mr. Buckley was able to do? Do you know more about it, then, than the great chiefs that assembled at that Court?—No; the older men would know more about it.

365. Were the Ngatiraukawa defeated there as to this block?—Yes; they were.

366. If so, was not all said that could be said for Ngatiraukawa?—Everything was said; they were defeated by what was said in the Court. All was said that could be.

367. Have you anything more to say on behalf of Ngatiraukawa than was said then?—I have nothing to say, because the Court sat in 1886. I have only to say, in addition to what was said then, that 1,300 acres was given to the descendants of Whatanui.

368. What award did the Court of 1873 make for Ngatiraukawa, within the block?—I heard they had a piece of land at Raumatangi—a burial-place.

369. How much?—100 acres.

370. The combined Ngatiraukawa, Ngatitao, and Ngatiawa, under the leadership of Mr. Buckley, and supported by all the great chiefs then alive, could not establish a right to a single acre in this block?—No.

371. What are you trying to do now?—The Government know about it; I do not.

372. After the Court of 1873, and after these three hapus had been defeated, certain persons of Ngatiraukawa still clung to the block and endeavoured to hold possession of it?—Yes; Watene and others.

373. And your father came and set fire to their whares to turn them off?—Yes.

374. You did not attend the Court at Palmerston in 1886?—No.

374A. Do you remember the Court of 1890, when Judge Trimble divided Block 11 between you and Kemp?—Yes; I recollect it.

375. Had you any representative or agent at the Court of 1886?—Yes; my brother, Wirihana.

376. And you consider yourself bound by what Wirihana did at that Court?—Yes.

377. Had you any agent or representative at the Court of 1890?—Yes; Mr Barnicoat.

378. But, apart from your solicitor, had any person a power of attorney for you at that time?—Yes; Donald Fraser.

379. Have you ever rescinded that power of attorney?—No.

380. Do you hold yourself bound by what Donald Fraser has done in your name?—Yes.

381. You yourself took no part in either of those Courts, otherwise than through Wirihana, and through your attorney, Donald Fraser, and your solicitor, Mr. Barnicoat?—No; I abide by what they did.

382. And anything Fraser did in your name is binding on you?—Yes.

383. Your hapus are Muaupoko and Ngatipariri?—Yes.

384. You gave the names of a number of your hapu to whom you proposed to give some land?—Yes.
385. You stated that that list was probably not complete?—I will complete it by-and-by.
386. You omitted your brothers and sisters: they are Ngatipariri, are they not?—Yes.
387. *Kipa te Whatanui*. Do you know a chief called Te Whatanui?—Yes.
388. Do you not know, or have you not heard, he was said to be a chief of Muaupoko?—I have heard it said in former days.
389. Have you not heard from your father that he used to live on this land?—I have heard so.
390. Did you not hear there was a boundary laid down between Whatanui and Muaupoko, called Tauateruru?—Yes; I have heard of that.
391. It was laid down, so that they could live in peace—the Muaupoko on one side, and Whatanui on the other?—Yes; they arrived at that understanding.
392. Were we not both of the same age when this land was first brought before the Court?—I am not sure that you are the same age as I; I think perhaps you are little older.
393. Did you not hear that Ngatiraukawa wanted this land from Kukutauaki to Manawatu, to Tawhakatupua, and on to the ranges, and then down along the ranges to the beach, and from there to where we started.
394. Do you know the tribes that came to contest this claim of theirs?—Yes.
395. How many tribes have you?—Muaupoko, Ngatiapa, Rangitane, and Ngatikahungunu.
396. The only one of the Wanganui who came to the Court was Kemp?—Yes.
397. Did you not hear the judgment given in that Court?—Yes.
- 397A. In favour of what tribe was it given?—Muaupoko.
398. I am speaking about the whole block: Was it not given to Ngatiraukawa and Ngatitooa by right of conquest and settlement and residence?—Yes, I believe it was; but you known best. You were all there.
399. Horowhenua was inside this block?—Yes.
- 399A. Do you know the day and the month that judgment was given?—No.
400. Did you not hear during the hearing of the whole block that Tauteka wished to go in with their claims for this block?—Yes; I heard so.
401. If you saw that Whatanui had laid the boundary down by Tauateruru, would that be right?—No; I should say it was wrong.
402. Do you dispute that Kemp said yesterday that he said, "Let this land go to Whatanui"?—I do not know anything about that.
403. Do you remember the boundaries laid down when this case was before the Court?—I am not quite certain as to the boundaries.
404. Do you know about what Kemp said on that occasion?—I only know about the descendants of Whatanui, and what Kemp said.
405. Do you know that the lines laid down in Court were from the beach up to Komakorau, on to Tauateruru?—I heard that.
406. Then running along Tararua, then turning south down to the eastward, on the Otawhao-whao, on to Rakauhamama, and by the beach to the commencement?—Yes.
407. Do you know Hector McDonald?—Yes; he lives on the Horowhenua Block.
408. Do you know that Whatanui leased this land to Hector?—Yes; I have heard that Whatanui and others leased the land to Hector.
409. If you were to see the lease would you know that it was the correct one given by Whatanui to Hector?—If you have the lease you had better lay it before the Commission.
410. *Ropata Ranapiri*.] Did you object to the arrangements made by Kemp with respect to this land in regard to Ngatiraukawa?—No; I did not. What has been done is all right.
411. Do you know of any lands he has allowed Ngatiraukawa to have on this block since 1873?—No.
412. Did you hear that Kemp gave Horomona Tereni, of Ngatikahao, hapu of Ngatiraukawa, any land in this block in 1874, near the Waiwiri side?—I heard about that. I heard these men asked Kemp for an eel-weir on that land, and that Kemp gave it them. I did not hear this from Kemp himself.
413. If you had heard from Kemp himself that he had given these men a small piece of land in this block, would you have objected to it?—I would object if it had been wrongly done; but if he could show good cause, then it would be all right. If Kemp could explain why he gave it, and the explanation was good, it would be all right.
414. I am only talking about what happened in 1874, not of what occurred since. In 1874 Kemp's name alone was in this block. I want to know about the arrangements made by him when he was sole owner of the block. If you had heard then that Kemp had given Horomona a small piece of land when he was sole owner, would you have objected?—It would have been right of Kemp to give him a piece of ground; but in 1886 it was divided.
415. If you could see in any document between Kemp and the late Sir D. McLean, in reference to this matter, would it be all right then?—I should make no objection, if it had been done according to law.
416. *Mr. Fraser*.] You have refreshed your memory, and you did sign your name to a transfer to the Queen. Is that your signature (on exhibit marked C)?—Yes.
417. What amount did you receive on account?—£2,000.
418. I should like to know what you did with this money. I do not wish you to give the specific debts that you liquidated, but was it spent for the benefit of your family and people? Was it required for that, and spent in that way?—Some of it was expended by me to pay debts, and some in connection with the Horowhenua Block.

419. Can you speak from what you have heard from your father of the occupation of your immediate elders in this block?—Yes.

420. Can you say briefly, whether down to your own time, for several generations they have been in permanent occupation of Horowhenua, and exercising rights of ownership?—Yes; they were permanent occupiers.

421. Do you remember when you took action in the Supreme Court for a statement of accounts by Kemp?—Yes.

422. It was immediately after that that an application for the partition of No. 11 was sent in?—Yes.

423. Who sent in the first application?—I am not certain.

424. You remember, on the application for rehearing, proposals made by Kemp to you, offering you 3,500 acres in No. 11?—He spoke to Donald Fraser at Horowhenua, not to me.

425. What do you consider your position as trustee in No. 11? Is it for him to say what persons go on to this block, or is the position you take, that it is for you to say who is to go in on your side?—That is the view I have taken from the first, down to the present time.

426. You know the division that was put in Kemp's hands for sale to the Government—the township?—Yes.

427. Are you aware that half the cash was paid to Kemp?—Yes.

428. The balance was left in the hands of the Government?—Yes.

429. Do you remember Kemp asking Mitchelson or the Government for the balance of the money?—I do not know that he did so.

430. *The Chairman.*] Do you know the date Kemp received the £2,000?—Two or three years ago.

431. *Sir W. Buller.*] Nicholson was the pakeha who married Caroline?—Yes; I never saw him. I heard so.

432. You said that Warena took the lease that had been negotiated: what did you mean?—He would not allow the mana of the lease to remain with Whatanui. It came back to Muaupoko.

433. *Mr. Stevens.*] You have said you wished to give 3,000 odd acres to the people—meaning Ngatipariri?—Yes.

434. Did you wish to give it to them because you considered that each individual had an equal individual right with you, or as the chief taking the place of your father?—It was from my thoughts for them.

435. With regard to the portion which you intended to keep for yourself and your own immediate family, there were 2,000 acres you wished to keep after selling the 1,500 acres?—Yes.

436. You mentioned six persons in your immediate family?—Yes.

437. Is it not a fact that there are a great number more than that—more than double?—No; I gave the whole of them.

438. Is your daughter's name included?—No.

439. Is your brother's name included?—No.

440. Then why do you say it is a complete list?—I only put in the elder ones. My own three children are not put in, and Terena's children are not in.

441. Are there not sixteen instead of six in the whole family?—No; I do not think there is that number; there might be ten. Will you give us a complete list?—Warena Hunia, Wirihana Hunia, Terena Meta Kingi, Rakera Hunia, Here te Upakoiri, Raraku Hunia, and three children of Terena—viz., Rangipo, Reupena, Rawea; and five grandchildren, three children of Warena, and one of Wirihana's.

442. When you were negotiating the sale of the 15,000 acres to the Government, did you do so without consulting Ngatipariri?—I did not tell them anything about it.

443. Did you wish to conceal the fact from them?—No; I did not wish to conceal anything. They had no business with it, and I did not see why I should tell them what I was doing.

444. Did any member of Ngatipariri come to you to complain of your action in selling to the Government?—No.

445. At the time the arrangement was made for the sale of the township by Kemp to the Government, was there a certain percentage of the land to be set aside and not sold?—Yes; certain sections in the township were to be left for the Natives.

446. Which Natives?—The members of the Ngatihua and Ngatipariri. That was what I heard.

447. For the Muaupoko as a whole?—Yes.

448. With regard to the money from the sale of the township: at the time the township was sold, was not a large sum of money owing for the internal survey of the 52,000 acres?—Yes; the surveys had not been settled for.

449. What provision did they make for paying for those surveys?—The money for the 4,000 acres sold to the Government was to pay for the surveys that were owing.

450. Was the survey so paid?—No; it has not yet been paid for.

451. Therefore, the purpose for which the 4,000 acres was handed over to Kemp by the tribe was not carried into effect?—No; it was not properly carried out.

452. With regard to the £124 you wrote to Kemp for, can you assign any reason why you were compelled to write to him for that money, or any reason why you got into such a difficulty at the time?—I received £140. First of all, he gave me £100 in Wellington, and then afterwards, at Bull's, I received £40 from him from Wanganui. Those are all the moneys I had from Kemp.

453. Did you not consider yourself entitled to very much more for yourself and people?—Yes; I thought so at the time.

454. Did he pay you the £124, for which you wrote to him?—He gave me £40.

455. Therefore, if it is assumed that £124 was the amount, it should be reduced by £40?—Yes.

456. Is this £40 of which you speak part of the £140 you received altogether from Kemp?—Yes.

457. You got £140 only?—Yes.

458. *The Chairman.*] You told us that half of this section was put under your name, and half under Kemp's. Why were you chosen, and not your elder brother?—Wirihana wished my name to go in instead of his own, because I had children, and he had none

THURSDAY, 12TH MARCH, 1896.

WIRIHANA HUNIA examined.

1. *Mr. Stevens.*] To which tribe to you belong?—To Muaupoko and Ngatiapa.

2. How old are you?—I was born in 1852—forty-four years old.

3. Have you ever heard from your elders anything concerning the position taken up by your grandfather, Te Hakeke, with regard to the Horowhenua Block?—He had no claim on the land, but he had influence over the Muaupoko.

4. To which tribe did your grandfather belong?—To Muaupoko.

5. Have you heard your elders tell you anything regarding the fights that took place between Muaupoko and Ngatiraukawa?—Yes.

6. How did these fights take place, and what was the result, so far as you can remember?—The first expedition that came down here to fight against the Muaupoko and other tribes was a tribe called Amiowhenua, including the Waikato, Ngatimaniapoto, Ngatiparewahawaha, and other tribes. They came down by the East Coast and came on to Wellington, and from there came on here, fighting as they went. The party was called Amiowhenua. When they came here they were met and fought by the Muaupoko. The chiefs of the Muaupoko who engaged this war-party were Rangiwahakaotia, Te Rangi Houhia, and Tanguru. They met and fought, and a hundred of the Waikato were killed. The expedition then returned. After this Te Rauparaha and Tuahare came, and they slew the Muaupoko; and then after that they returned to Kawhia, where they had come from. Afterwards, Te Rauparaha returned here again from Kawhia. When he had got as far as Waitotara with his war-party, the Ngarauru Tribe fought him, and Te Rauparaha's expedition was beaten. The chief of the expedition was called Te Ratu. The Ngatiapa Tribe then heard that Te Rauparaha was surrounded by the Ngarauru, and then an expedition started of the Ngatiapas and got to Waitotara, and fought Te Rauparaha down here, and when they got to Rangitikei they stayed there and succoured Te Rauparaha. They stayed there for a long time; and as Te Rauparaha wished to go to Kapiti, they allowed him to come on that way. When Te Rauparaha came on to the north of the Manawatu River, he caused to be killed an old woman belonging to the Muaupoko Tribe; he came on from there and camped at the mouth of the Ohau River. After Te Rauparaha had left the Manawatu to come on to Ohau, the Muaupoko discovered the old woman who had been killed; they saw her entrails; she had been eaten. The Muaupoko then collected together at Papaitonga, and they decided that they would fight Te Rauparaha. An expedition started from the Muaupoko, and fought and beat Te Rauparaha, and they called the name of the place Te Wi, at Ohau. Some of Te Rauparaha's children were killed on that occasion. The name of one of his children was Poaka. He was not killed then, but a man called Tamati Maunu caught Poaka, and he was afterwards killed. Tamati Maunu belonged to the Ngatipariri hapu of Muaupoko. There was another son called Te Uira. A man called Warahihi took Te Uira prisoner; he also belonged to Ngatipariri hapu. The first man that was killed on Te Rauparaha's side was Te Whata-a-ti. Te Rangihouhia killed him; he also belonged to Ngatipariri. There were a great number of Te Rauparaha's people killed on that occasion. Poaka was taken prisoner and brought up to the Horowhenua Lake to the pa called Waipata. It is standing now; a fighting pa belonging to Ngatipariri. After that, a war-party started out from Te Rauparaha to take payment for the death of his children and people, and they attacked this pa, called Waipata, but they did not succeed in taking it. After that Te Rauparaha dragged a lot of canoes up from the beach and brought them up to the Horowhenua Lake by the stream, and then they attacked the pas Te Rauparaha and Wiremu Kingi attacked these pas—one pa called Waikiekie, and the other called Te Rohaote Kawanu. These pas belonged to the descendants of Pariri. They are still to be seen at the lake on some islands. Thirty of the Muaupoko were killed at those pas, and the Muaupoko fled in their canoes and were fired at as they went by Te Rauparaha and his people. After that fight Te Rauparaha went back to Kapiti. After he went to Kapiti he returned again and went to the other side of the Manawatu, and he began to kill the people of the Rangitane and Muaupoko, at Hotuiti. Te Rauparaha then returned again to Kapiti. The Ngatiapa felt very sorry about what had happened to Muaupoko, and they came forward. They came on to Waikanāe and they fought there, and the Ngatitoa were defeated by Ngatiapa and Muaupoko; and Te Pehi, a chief of Ngatitoa, lost his son.

7. What was the name of the chief who led the Ngatiapa war-party?—Paora Turangapito, an ancestor of mine. He was a cousin of Te Hakeke. After that, Te Pehi went to Sydney to get guns, and the Ngatiapa returned to their homes. After that Te Rauparaha came in canoes to kill and slay the Muaupoko, and a chief called Toheriri, belonging to Muaupoko, was killed. After this expedition of Te Rauparaha, the Ngatiapa came forward again, feeling grieved about Muaupoko, and an expedition started away to Kapiti to engage Te Rauparaha, and Te Rauparaha defeated the united tribes of Wanganui, Ngatikahungunu, Ngatiapa, and Muaupoko. The name of that battle was Waiorua. After that the thought struck Te Rauparaha that he would call his tribe Ngatiraukawa to come and settle with him at Kapiti, so that they should establish themselves on the land from Manawatu right on to Wellington, because he thought he had defeated the pas of the tribes of these lands, and therefore he had taken possession of them. The same idea occurred

to Te Pehi, and he sent for his tribes in Taranaki and elsewhere to come down and locate themselves on the land with the tribes of Te Rauparaha. The Ngatiawa, and Taranaki, and Ngatiruanui then came. Te Pehi was the man who lost his son at one of the fights, and afterwards went to Sydney to get guns. He was of Ngatitooa, and Taranaki, and Ngatiawa. Then the Ngatiawa came down to Kapiti, and he planted his tribes down from Waikanae on to Wellington. Then the Ngatiraukawa came to Kapiti, and joined with Ngatitooa. Then they attacked a pa belonging to the Muaupoko, and the Muaupoko were defeated. The name of the pa was Papaitonga. The chiefs killed on the side of Muaupoko were Paipai and Takarei, brothers; they are ancestors of mine. They were killed at Papaitonga, where Sir Walter Buller's place is. After that fight Te Whatanui led an expedition down, and came to the Manawatu to a place called Karikari, and they attacked the Muaupoko there, and the Muaupoko were defeated, some being killed and some taken prisoners. Those who were captured were saved alive by Te Whatanui. Te Hakeke had heard that the expedition had reached Karikari. He went to visit Te Whatanui, and when he got there peace was made between Te Whatanui and Te Hakeke. Te Whatanui then released the women prisoners of Muaupoko, and let the remains of the tribe that had been scattered, owing to Te Rauparaha's fighting, collect at Horowhenua, and sent to the Muaupoko to say that peace was made. Te Whatanui's expedition came on, and came down to Horowhenua, and Te Whatanui found that Muaupoko had assembled, and he told them peace had been made. He said he had made peace with Te Hakeke and others, and had ceased to disturb Muaupoko. He would leave the killing of men to Te Rauparaha; he was not going to fight any more. "I will cherish men, instead of destroying them." Te Whatanui remained at Horowhenua, and made it a permanent residence; he remained to take care of and protect Muaupoko. Te Rauparaha was not satisfied; he still wished to get more revenge for the death of his children, and started again to fight Muaupoko. Te Rauparaha went to Ngatiawa to assist him. He told them to get a large feast for Muaupoko and Rangitane, and to invite them to this feast at Waikanae, and when they came on their invitation to murder them. The Ngatiawa started to prepare this feast, and sent word to Muaupoko that they had got a new food—"all red inside"—which was very nice. Then the Rangitane and Muaupoko went down to partake of this feast, and when they got to Waikanae the Ngatiawa slaughtered them. Four hundred of the Muaupoko and Rangitane were killed on that occasion. When Muaupoko and Rangitane got to Otaki on that occasion, Te Whatanui cautioned them not to go on to Waikanae, as treachery was intended; but they did not pay any attention to what was said and went on, with the result that 400 were killed. That was the end of the fighting of Te Rauparaha. After the death of Paipai, at Papaitonga, they had not been able to achieve any success as against their defeats by Ngatiraukawa, except once. The only revenge they got was the death of a man called Hautoki, belonging to Ngatiraukawa, who was killed by Te Rangihiahia, an ancestor of mine. This ended the fighting between Muaupoko, Ngatiraukawa, and Ngatitooa. The Ngatiawa and Ngatiraukawa occupied the land between Manawatu and Wellington, none of the Muaupoko then remaining on the south part of these lands. There were no Muaupoko up by the Manawatu, but they had all gathered together at Horowhenua. Others had gone away to Rangitikei during the time that the fighting was going on; others had gone away to take revenge with the Rangitane. At the time of these fightings, Tanguru had gone away with his people to Rangitane and Wanganui to rest with his wife's people. The others of the Muaupoko stayed here. Others of the Muaupoko had gone to Arapaoa, on the other island; they were so frightened by Te Rauparaha.

8. Were they assembled afterwards?—Te Rauparaha and others followed them to Aparoa, and fought them there. Some were killed there, and some brought back by Te Rauparaha.

9. If they all went away, how did they become assembled where they are now at Horowhenua?—After Christianity came to the land, then the Muaupoko—some of them—returned here, because peace had been made in consequence of Christianity being amongst them.

10. During all this fighting, what part did Te Hakeke take? Which side did he assist, or did he assist at all?—Te Hakeke joined issue with Ngatiraukawa and Ngatitooa.

11. Did he take any part in bringing about peace between Ngatiraukawa and Muaupoko?—Yes; he and Taiwhererua assisted in bringing about peace.

12. Your father, Kawana Hunia, was born where?—Inland, near Rangitikei.

13. You had an uncle, whose name was Wirihana, had you not?—Yes; Kawana's brother.

14. Where was he born?—On the battle-ground, the other side of Horowhenua Pa.

15. Which block is it on?—No. 11.

16. About the time the Muaupoko were dispersed, did Te Hakeke compose a song relating to your father?—Yes; he composed a lament.

17. What was the general intention when he composed this song? What did it relate to?—It was composed partly in consequence of the fighting between Ngatiawa and Rangitane. Kawana was born, and he said that all these tribes belonged to him, and he would bring all the fighting to an end, and also that the child that was born was to take charge of all these tribes—to take care of them. It was to look after his lands, and to reclaim those taken from them by Te Rauparaha. That was partly the reason of this song.

18. Did he take possession of the lands?—Yes; he kept all the promises that had been made in his name by his father. If it had not been for Hunia this land would have been still retained by Ngatiraukawa, and their power would still be exercised over these lands. But the southern portion he did not get back, for the Ngatiraukawa were there; but all up to the Tararua Ranges Kawana recovered possession of this land here. If it had not been for my father, Kemp would have had no claim on these lands. There would have been no place for him. There are present here some chiefs of Ngatiraukawa who know that what I say is correct. I can tell the Commission, before whom I am speaking, and before the Ngatiraukawa chiefs, that, if it had not been for my father, neither Kemp nor Muaupoko would have had any hold at all over this country.

19. Now with regard to the Native Land Court in 1872-73, do you remember the sitting of that Court at Foxton?—Yes.

20. On whose application was it?—The Ngatiraukawa applied for the Court, and the Government suggested the Court should sit to prevent trouble.

21. Were there many people assembled to attend the Court?—A great many tribes were assembled at it.

22. Did your father take any part in the proceedings?—Yes; my father called all his tribes together to assemble at that Court—Ngatiapa, Muaupoko, Ngatikahungungu, and Rangitane.

23. Who provided the food?—My father and his tribe Ngatiapa and we—the children and young fellows—brought the food up in carts from Rangitikei.

24. Have you any idea how much the providing of the food cost in money?—I cannot tell what the price of the food was. There was pork and beef and eels. I could tell you what flour cost a ton, but I cannot tell you how many tons there were consumed at the meeting. I daresay he purchased £100 worth from the Government, that he paid Mr. Booth for. Some was brought by steamer from Wellington, and some from Rangitikei and adjoining places.

25. Did he employ a solicitor to conduct his case?—Yes; Mr. Cash, of Marton.

26. How much was paid to Mr. Cash for his services?—I think his bill amounted to £400. Then there was £50 he gave the Ngatikahungungu, and Rangitane, and Muaupoko and Ngatiapa to purchase food.

27. Why did these persons come to the sitting of the Court?—They came to assist Hunia.

28. To give evidence in the Court?—No; they came because of a large piece of land that took in all the Tararua Ranges; they came to protect their own interests and assist Hunia. The Ngatikahungungu came to the Court to assist Hunia, in case of any disturbance amongst the different tribes assembled, and to see that their interests were not imperilled.

29. Was your father present the whole time at the Court?—Yes; he and Kemp were there the whole time.

29A. *The Chairman.*] How was it the certificate was issued in Kemp's name?—Hunia did not know what Kemp was after. Kemp arranged all this in a tent on a Sunday. Hunia was a thorough Maori in all his ideas, but Kemp knew much more about European procedure and the way of doing things.

30. *Mr. Stevens.*] The result would be stated in Court?—Yes; when the decision was given out in Court, Hunia heard, for the first time, that Kemp's name alone was in the land.

31. And he never took any steps to alter that?—The Court said first of all to Kemp, "We consider it is not the correct thing for your name alone to be in this block." Mr. Cash then said, "I did not know that it was arranged that Kemp's name alone should go in." Kemp said, "Well I am quite willing that Hunia's name should be in the block with mine."

32. But it was not put in?—Kemp then addressed the Court, and said he thought his name should go in, and all the other names come afterwards, in a list. "Let my name be in. I know that the interests concerned belong to Hunia and the whole of the people, and whatever they agree shall be done with the land, I will do." "Well Hunia, what do you say to that?" Hunia said, "I do not understand the work done by Kemp; but since I have heard what has been said in Court, I can understand his motives." The Court then suggested to Hunia, that his name should go in, and Hunia said, "I object to be brought up here, and then my name being brought in in this way. Hunia got in a rage, and left the Court, saying, "Very well; let Kemp's name go in." He got very dark about the whole business.

33. After the sitting of the court did Ngatiraukawa ask to come back again into any portion of the Horowhenua?—Yes.

34. And what action was taken to prevent that?—Their petition was refused by the Government.

35. Did they erect houses on any part of the land?—Yes; they built houses and erected fences on the land, and Hunia came up with his committee and told Watene he must not fence.

36. Did they persist in fencing and burning houses?—Watene assented that he would fence, and Hunia and his committee returned to Rangitikei.

37. Did you ever hear of Hunia having instructed Paki te Hunga to burn down houses?—That was before 1873.

38. What action did Hunia take with regard to this?—There was first of all a meeting to make the house at Kupe on the other side of the Horowhenua Lake, and a large meeting-house was built; the timber to build it was brought from Rangitikei.

39. Have you any idea of the cost of the timber, and how much was paid for erecting the house?—I have forgotten what the price of the timber was.

40. Who paid for the house?—Hunia paid for it.

41. Did Kemp pay any part of the cost?—No; he was not here. He had nothing to do with these matters. It is only just now that Kemp says he is chief of the Muaupoko. He has nothing to do with them; he was never here for ten or more years.

42. Did the Ngatiraukawa wish to take possession of the Horowhenua Block here?—Yes.

43. What happened, and who took a leading part in preventing them coming on the land?—They were on the land at the time Kupe was being built; that was the reason the house was built, in consequence of the Ngatiraukawa having located themselves on this land; to call the tribes together to see what should be done under the circumstances; and the outside tribes came and sat in committee, so that the mana of Te Whatanui should be abolished in Horowhenua, and the people on the land be sent away to Otaki. It was a very large meeting at Kupe.

44. Was Kemp present at that meeting?—No.

45. Do you remember Kawana Hunia receiving a criminal summons for having incited men to burn down houses?—Yes.

46. Who defended Hunia, and where was the case heard?—It was heard at Wellington.

47. Do you remember how much money was paid to the solicitor for defending Hunia?—I do not know.

48. Were you here at the time the shots were fired between Ngatiraukawa and Muaupoko?—The burning took place as it might be to-day, and I came up with ten men to-morrow.

49. During that time Kemp was not present, and took no part?—No; Kemp's action at that time went to show he had no connection or interest at all with Muaopoko Tribe. It was very different from the interest he is trying to show now.

50. After the sitting of the Court a subdivision was applied for: who applied for it?—Kemp sent in an application for subdivision.

51. Was there not some difficulty as to an arrangement between Kemp and yourself, as represented by Warena, about your respective interests, and who was to have the greater portion of the land, after the subdivision had been applied for, down to the time the Court finished?—There was no difficulty at the time between myself and Kemp, or Kemp and Warena, at all about it before it was subdivided.

52. When did the trouble first arise?—After 1886 there was trouble.

53. What was the cause of the trouble?—The reason of the trouble was about the rent-money.

54. Paid by whom to whom?—The rent paid to Kemp by Hector McDonald.

55. How much was that?—£400 a year. The money was £1,600 in one year, because there were some years of back rent that had not been paid.

56. Did Kemp not pay you or your family any portion of that?—No.

57. How many years' rent has he received altogether up to the present time?—Kemp took the lease over in 1877 for fifteen years, at £400 a year.

58. You received no part of this rent up to now?—No; Kemp is taking the rent now.

59. So that makes £6,000?—Yes; about that.

60. That was one reason why there was a difference between yourself and Kemp, because he would not pay what you consider to be your share?—Yes; that was one reason for the trouble.

61. Did you ever ask from Kemp any portion of the rent?—Yes; I have.

62. What reason did he assign for not paying it?—It was his own idea that he would not pay it; he gave no reason.

63. After the subdivision there was an arrangement arrived at regarding the 4,000 acres to be sold to the Government as a township?—Yes.

64. What are the circumstances in connection with this? What was arranged between Kemp, yourself, and the people?—It was arranged that the block should be in Kemp's name for a certain purpose. First, he was to sell the land to the Government, by auction or in any way at all, and he was to keep one quarter-acre in every ten right throughout the block. The proceeds of the sale of this block were to go towards expenses of survey of the block; there are other conditions which will be seen in the document.

65. Did Kemp receive any money from the Government, and, if so, what became of it?—He would best be able to explain that; he has it still; neither I nor the tribe have received any part of it. The Ngatipariri have not received any moneys from Kemp on that account, but I have.

67. How much did you receive?—I got £100 when I was in Wellington. Kemp said, "You will want some money to spend in town; you had better take this to spend yourself."

68. How much was the purchase-money of the 4,000 acres?—£6,000.

69. What became of the tenths of which you spoke?—That arrangement was not carried out.

70. Did Kemp get the reconveyance from the Government of the tenths?—Kemp received from the Government £6,000, and he received at the time a deed stating that every quarter-acre in ten was to be reserved for the Natives, and also a paper showing the township, laid out like Palmerston, with a big square in the centre.

71. Then Kemp did receive from the Government a document restoring the tenths?—Yes.

72. Where are those tenths now?—I suppose the Government have taken them; Kemp has sold the whole to the Government.

73. But you say he received a document restoring to him the tenths?—Before the sale was made, a drawing of the township was laid out, with the quarter-acres shown, and also a square in the centre similar to Palmerston. When Kemp sold the land to the Government he sold the whole, and did not retain any acreage at all.

74. He had made a promise that he would retain one section in ten?—Yes; that was the arrangement made at Palmerston. There are, very likely, documents relating to that.

75. That was one condition upon which the Natives—you amongst others—handed this land over to Kemp in his own right?—Yes.

76. The other condition was that the moneys to be received by him from the Government were to go towards paying the subdivisional survey of the whole block?—Yes.

77. Has Kemp been asked to distribute the money, or whether he has paid the survey-fees, or has he been asked to return the tenths?—Hoani Puihi asked about these sections. When the Court sat, he went before the Court about the claim, and the Court said, "There is no land to adjudicate upon; it has been sold by Kemp, and there is not a quarter of an acre left." All the people knew their case was hopeless, because the Government had purchased the land, and there was no use going to war with the Government.

78. So there would be 400 acres out of the land for which Kemp has never accounted?—Yes.

79. Was there a considerable sum of money owing for the survey of the block?—Yes; a great deal, because the block was cut up into 105-acre sections. I do not know the amount.

80. The amount owing was for external boundaries and subdivisional survey?—Yes.

81. To whom was the money owing for survey?—To the surveyor and to the Government.

82. Who was the surveyor?—I do not know who surveyed the whole of the block; the men who cut up the sections were Palmerston and Scott.
83. Who paid them the money that was paid for this?—We did.
84. Did Kemp pay any portion of it?—No.
85. Is there still a balance owing?—No; it is all paid up.
86. For the whole of the subdivision?—Yes; there is money owing.
87. How much balance is owing?—I can only say the whole is owing in No. 11; I think it is £390. Warena is to pay of that £150. Judge Mackay, in making an award, said he was to pay that, and Kemp was to pay nearly £200. None has been paid.
88. Did Mr. Bartholomew take a lease of some timber land here or acquire the right of cutting timber?—Yes; that is the land for the *rerewaho*.
89. What was his first lease?—A portion of No. 3. Kemp leased him 1,000 acres. He sold the timber on the land for £500.
90. Did you get any part of that £500, or your people?—No; I have received no portion of it.
91. After having sold the timber, what became of the 1,000 acres?—It has been subdivided by the Court.
92. That was part of the land given for the *rerewaho*?—Yes.
93. Out of the first transaction, then, with Mr. Bartholomew, Kemp received £500, for which he did not account?—Yes.
94. How was the 1,000 acres disposed of afterwards?—I and my friends got a portion of the land to the amount of 500 acres.
95. How much did you get in your own individual right?—105 acres.
96. Is that all the land you have ever received out of Horowhenua?—Yes.
97. Who got the remainder of the 1,000 acres?—It was given to some of the Muaupoko. I had the part upon which the mill stood. Kemp and I had a great argument in Court about it, but I got the best of it.
98. Ought Kemp to have got 105 acres there also?—If he was not in the subdivision, he could not get it.
99. Was his name on the list?—No.
100. Did he get any portion of the land?—No.
101. But he sold the timber on the land for £500: why did he do so?—I do not know, unless because he said he had the arranging of it. I only know he did it as he did in other cases. His arrangements about this land have all been on the same lines.
102. There were other transactions with Bartholomew?—Yes.
103. What was the second transaction?—It was connected with the land given to the *rerewaho*. That has also been leased by Kemp, and Bartholomew is cutting down the timber now.
104. How much rent does Kemp receive?—Bartholomew pays so much per 100 feet.
105. Have you any idea how much money he has accrued since it was let?—I think it must amount to £500. I think it is in the bank under the names of two men and one woman.
106. So Kemp is not in receipt of the tithes from this timber?—When the people to whom the land belonged heard it had been leased by Kemp, they went up to destroy the tramway, and Mr. Bartholomew went to Wellington, where I was, to try and get me to smooth matters over and make a settlement. Then I came back here to see about it, and I made the arrangements I have stated: "Let Kemp's lease stand, but let the money be paid into the bank under the names of three individuals." Then, when the land was adjudicated upon by the Court, the moneys would be divided amongst those to whom the land was found to belong. I said, "We cannot do anything with Kemp, because the land is in his name, but we can see that the money is paid into a bank account for the tribe hereafter." We took the document to Kemp, and he assented to it.
107. What are the names of the two men and the woman?—Hanita Henare, Matai te Mawhai (Broughton), and Tuhi Hori. That was the arrangement; but perhaps the money was only paid to two of these, the woman's name may have been omitted.
108. Bartholomew's mill was stopped until this arrangement had been made?—Yes.
- 108A. Bartholomew did not go to Kemp to have this settled. Why did he go to you?—I do not know; one reason was that he knew the Natives were very angry with Kemp.
109. Was there any further transaction with regard to Kemp and Bartholomew?—Yes; there was another 1,000 acres. He sold the timber now growing on the land of the State Farm to Bartholomew for £500. It was paid to Kemp.
110. Do you get any portion of it?—Kemp gave me £100, but he did not tell me that it was a portion of that £500 that he had been paid by Bartholomew. I understood in my own mind that it came from that direction.
111. In which block was this 1,000 acres on which the timber was sold?—No. 11; on the part of the division belonging to Warena.
112. Was this timber sold before the division was made?—No; some time after the division.
113. In the first place No. 11 was set aside for Kemp and Warena; subsequently it was divided into two parts—one for each of them. Was the timber sold before that division or afterwards?—I think it was sold before.
114. Did Warena agree to the sale of this timber for £500?—No; he did not know anything about the sale.
115. These are all the transactions with regard to the timber?—There was a flax-mill leased. It is on a portion of No. 11—on Warena's portion; it was leased to Bartholomew. I did not see the lease, but I believe it was for £50 a year.
116. *Mr. Bush.*] Was the lease by Kemp and his friends?—Yes; I only heard of it by Kemp, Kerehi, Makere, Ranira, and Ihaia Taueki.

117. *Mr. Stevens.*] For how many years was it leased?—The lease commenced, I think, about 1890.

118. How many year's rent was paid by Bartholomew to Kemp?—I think he paid two years' rent.

119. Did you or your brother receive any portion of this rent?—No.

120. Did the Ngatipariri receive any of it?—I never heard of it.

121. There were 100 acres of land, was there not, given by the consent of the people to Whatanui's people?—Yes.

122. Was it not afterwards arranged between the Muaupoko and Sir D. McLean that 1,200 acres should be given to satisfy the claim of the Ngatiraukawa?—Yes.

123. Was that land put under the name of Kemp only, so as to facilitate the transfer to the Ngatiraukawa?—Yes.

124. When this land was offered to Ngatiraukawa, did they accept or refuse it?—They were discontented about it. They heard outside that this was the piece of land that was going to be given to them, and they were not satisfied.

125. You say there was a subdivision of 1,200 acres set aside, and they declined to accept it?—Yes. Then another piece was offered to them in another block, because they thought they would like to go up there. Then it was thought by Kemp and others that they would prefer to have the land in another block, near their own subdivisions of 100 acres; then they chose the other piece. They chose the piece at Raumatangi; then, after some time, the Government consented to give them that piece.

126. What became of the other 1,200 acres?—That still remained in Kemp's name.

127. Are you agreeable, then, to allow that to remain in Kemp's name, or does the land belong to you and the people?—It ought not to be under Kemp's name any longer; it should be given to the people who are entitled to it.

128. Did you agree at the Palmerston meeting that this land was to be given to Kemp in his own right?—No; we gave it to him in his name, not for himself, but to be given to the Ngatiraukawa.

129. *Sir W. Buller.*] You were in the Court in 1873: did you take any part in the proceedings, or were you there as a spectator?—I am not a man who holds forth; my work there was to procure food, and sometimes I would go to listen to what would be said at some of the committees.

130. You have given us a substantial account of what Te Hakeke said in Court, objecting to Kemp being the only certificated owner. I am going to put some older Natives in the box to contradict you. Are you stating this from your own knowledge, or from what you have heard?—It was not told to me. I heard Kawana say that with my own ears; I was present.

131. What did you hear with your own ears in Court?—I have already stated what I heard.

132. Where was the list of 143 names settled—in Court or in your tents?—I heard the list was first prepared in the tent, and not before the Court.

133. Did you take any part yourself?—No; it was written surreptitiously in the tent.

134. Was your father present in the tent when this list was settled?—No.

135. Can you explain how, if your father was so great a man at these proceedings, a list of this kind could be prepared without his being consulted?—I have stated before that this list was written surreptitiously.

136. When did your father first hear this list of names?—When they were read out in Court.

137. Who read the names out in Court?—The Court themselves read the names.

138. Were you in Court?—Yes.

138A. Who handed the names in in order that the Court might read them out?—Kemp.

139. The Muaupoko were there?—A few of them were—a very few; the main body had returned to Horowhenua.

140. Kawana was present?—Yes; and all the Ngatiapa.

141. What did Kawana say to the Court?—The Court found fault with Kemp, and said, "This land should not be in your name alone." Kemp said, "Very well; then put Kawana's name along with mine."

142. Why was that not done?—Kawana was so very much startled at Kemp's action that he was very angry. The first time he heard of it was in Court, and he was very angry, and said that Kemp ought to have told him before he came into Court, so that they could both go over the list of names first. It was very deceitful work.

143. You say that Kawana declined to have his name put in, as proposed at that time by Kemp in Court?—Yes; he went outside.

144. Did any one else speak in Court on that occasion?—I do not know, for when Kawana left the Court I went after him, and the majority of the people left too.

145. You are perfectly clear that Kemp offered to put Kawana's name in with his?—Yes; Kemp said to the Court, "Very well; then let Hunia's name come in along with mine, and both our names be in." But Hunia said he would not agree to it.

146. When did you discover, or hear, that this list had been fixed with Kemp's name alone in the certificate?—Some time afterwards.

147. At the sitting of this Court, or afterwards?—After this Court. I always knew the thing was in Kemp's name only.

148. Did your father accept the position or take steps to have it altered?—I think there is a pile of papers, about 2ft. high, about this matter in possession of the Government, to have a Court to divide up the Horowhenua.

149. Did your father take any steps to have the certificate altered?—

150. You take to yourself the credit of having arranged that the royalties from Mr. Bartholomew, coming out of No. 6, should go into a trust account?—Yes; I arranged that.

151. Are you not aware that Kemp proposed a trust?—No; I saw the lease drawn out between him and Bartholomew, to the effect that the moneys were to be paid to Kemp in Wanganui.

152. Are you aware that Kemp signed a deed providing that the royalties should be paid into a trust account in the joint names of himself, Mr. Marshall, and Mr. Edwards, solicitor for Mr. Bartholomew?—I have never seen it; I do not know. Mr. Marshall asked me some time ago to sign a paper to withdraw the moneys paid into the bank here, and that they should be paid into a trust account in Wanganui.

153. You told us of a flax-mill lease, and the names of those associated with Kemp in this matter. Was not Noa te Whata one of them?—Perhaps; I only heard it; I did not see it.

154. With regard to the 1,200 acres held by Kemp at Papaitonga, you say it ought to be returned to the tribe?—Yes; to give it back to the people who are entitled to it.

155. Are you aware that Kemp has held a Crown grant over it for ten years?—Yes; I know the land was vested in him to give to the descendants of Te Whatanui.

156. Are you not aware that Kemp has been dealing with the whole of this land?—Yes; I have heard so.

157. Have you ever taken any steps to protest against these dealings by Kemp with this land?—No.

158. Have you never lodged a caveat?—I have seen several caveats, but I think not.

159. Have you ever protested against the leases that Kemp executed in regard to this land in favour of Mr. Bartholomew and myself?—I am still disputing with Kemp about these things. Kemp and myself have been at loggerheads about the land for ten years; but I am by myself and have no one to help me.

160. You have been fighting, you say; but Kemp has been in possession for ten years?—Yes; and all that time I have known he held it wrongly.

161. Have you ever told the Government that he was holding it wrongly, and protested against his dealing with it?—No; I have not.

162. You kept it in your heart all that time?—No; but I have known inside my heart that it was wrong.

163. And now, for the first time, you tell us it was wrong?—No; I see there is a chance opened by this Commission for me to say it is wrong, and I have come forward to say so.

164. But during the last ten years you have been attending the Land Court very often?—Yes; sometimes.

165. And you have always been present when Horowhenua matters have been before the Court?—Yes; I do not know how much money I have not spent before the Court.

166. If you have known all this time that Kemp was wrongly holding this land, why have you not said so to the Court? Why have you kept it in your heart?—I did not think there was any opening for me to make any complaint, considering no claims had been sent in about this.

167. You never made any complaint to the Government or to a Court during the last seven or eight years: have you ever made any complaint to Kemp or myself during that time?—No; to my idea it is immaterial whether he has held the land for ten years, or for any number of years, more or less; his holding it is wrong.

168. Why have you not told him so, if you knew he was doing wrong?—It would be no use of my going to Kemp to talk about these things; he would only turn away, and not listen, because we are still in dispute about No. 11.

169. Have you ever said to the tribe that Kemp was holding this land wrongfully all these years, or have you kept it in your heart all the time?—I am constantly speaking to the Natives about Kemp's action.

170. Have you ever told the Muaupoko Tribe that, in your opinion, Kemp is holding this 1,200 acres wrongfully, and that it ought to be given back, or have you kept it in your own heart?—I have done so.

171. Have you said so at any meeting of the tribe?—I have told them on the occasions when some of them have died, and we have gone to pay our respects to the dead. I have taken advantage of those occasions to speak about this matter; but have not had any set meeting about it where I could have spoken. These are the things that we are fighting over in connection with Muaupoko. Wherever any of the tribe dies, I am brought into contact with them.

172. You attended a meeting at Horowhenua, of which your brother told us, when proposals were made about a settlement: did you say anything about this then, or did you keep it in your heart?—I did not speak about it.

173. Can you tell us if there has been any other meeting of the tribe where you said a word about Kemp wrongfully holding this land?—There was no meeting called for that occasion.

174. When there were these funeral functions, you took advantage of them?—Yes.

175. Mention one of these functions when you have told the tribe that there was something wrong in this?—When Noa te Whata died I went to his funeral.

176. And you spoke about Horowhenua?—Yes.

177. Did you then publish your opinion about Horowhenua?—Yes.

178. What did you say?—I told them the land had been leased to you, and I asked them whether they had received any rents from Kemp's hands. The answer to that was, "Who knows what you two are doing"?

179. Was that speech made on the *marae*?—Yes; on the speaking-ground.

180. All the Muaupoko being present?—Yes; all the Muaupoko were present: some were talking here, and some talking there, and some cooking food.

181. You asked the people if they were getting any share of the rent that Kemp was receiving from me?—Yes; they said, “Who knows about that; we know nothing about what you and Kemp are doing.”

182. Who, on behalf of the people, gave this reply?—Hoani Puihi.

183. He is Ngatipariri?—Yes; he was the only one. The others were silent.

184. That is all you said?—Yes.

185. What month was that?—I think it was in July last.

186. Was that the last funeral function you attended?—Yes.

187. Who were present and heard what Hoani Puihi said?—Makere, and others; I do not remember who.

188. Then, I understand you to say that Hoani Puihi and Makere were the only two you can remember who heard?—No; there was a number of others there, but I only recollect those two now.

189. Was this on the first day of the funeral function, or later on?—It was one or two days later.

190. Who called the meeting at which you gave expression to this?—I did not say it was a meeting; it was a funeral gathering.

191. Was not this it; you went to this funeral gathering and found Hoani Puihi there, and you asked him this question, in the presence of several others: “Are you getting any share of Kemp’s rents”?—Yes; some of them were playing cards.

192. It was no formal meeting, simply a casual meeting, where they were playing cards and you were talking?—Yes; it was a funeral lament.

193. By your own showing it was ten years, nearly, since this land was awarded to Kemp by the Court for the purpose of being given to Whatanui, and nearly eight years since the Crown grant was issued. You told us that, because your relations were not friendly with Kemp, you never spoke to him about not giving up the land?—That was my answer.

194. You told us what you said at Noa’s funeral; it was simply a question, “Have you received any of the rents paid by Bartholomew to Kemp”? to which Hoani Puihi replied, “Who knows what you and Kemp are doing.” Did you ever mention the subject at any other funeral gathering or meeting of any kind?—No; but I spoke about other matters connected with Horowhenua at other meetings.

195. You say you lodged caveats against some of the blocks?—Yes; the land belonging to the *rerewaho*.

196. You know the object of a caveat—to prevent any dealing being registered—transfer lease or mortgage?—Yes.

197. And that you prevented Kemp from selling, or leasing, or mortgaging land belonging to the *rerewaho*?—Yes.

198. You say you did not lodge any caveat during the last ten years against Kemp in respect of No. 14?—No.

199. Why did you not, if this was land belonging to the tribe, and you were not friendly with Kemp—why did you not lodge a caveat against leasing to me or any one?—I thought that Kemp was trustee for this Block No. 14, and, that after the matter had been settled with regard to 11, I would set to work about 14.

200. But you kept this shut up in your heart all the time?—Yes; that was my inward thought.

201. You did not tell any member of the tribe about it?—No; I kept it to myself because I felt, according to Native custom, this land was mine; it belonged to my ancestors.

202. But you never told Kemp so all those years?—Warena did, but I did not.

203. Did you hear him do so?—Yes; I sent him to tell Kemp.

204. What did you say to Warena?—I said, “You go to Kemp, and tell him to give up the land, so that I can lease it to some European.”

205. You wanted to lease it?—Yes.

206. When was it you spoke to Warena?—About seven years ago.

207. Who was the Pakeha to whom you wanted to lease it?—When Kemp gave back the land I would seek out some European to lease it.

208. That is what you said to Warena?—Yes; and that was what he said to Kemp, and he assented to it.

209. Where you present when he said it?—That is what Warena said to me; I do not wish to thrust on one side the words of my brother.

210. That was all you said to Warena, “Ask Kemp to give me the land that I may lease it”?—Yes.

211. You heard of Kemp granting a lease over No. 14 to Mr. Bartholomew and myself. Did you offer any objection or protest to me or Kemp or anybody else?—No; I knew that the Crown grant was wrong, and I was willing to wait; there was plenty of time for me to work.

212. You kept all this in your heart?—Yes; those were my thoughts.

213. You have seen me hundreds of times since, and talked in a friendly way with me?—I knew it was no use speaking to you; you would not listen.

214. You never did speak to me about it?—No; but I knew where to go for redress.

215. Where was that you were to go to for redress?—To the law; I wished to have all the trouble finished about No. 11, and then I intended to go to law.

216. But you have not invoked the law all these years?—No; I have not, because I know Kemp is still holding the land as trustee.

217. With regard to the township sold to the Government through Kemp: he received £6,000, and you never asked him for any portion of that; why did you not ask him?—I thought he is an older man, and he will know best what to do.

218. You were satisfied with what he did?—No; when I saw he was wrongly working I objected, and would not abide by what he had done.

219. When you saw he was working wrongly in regard to this £6,000, did you talk to the tribe about it publicly?—Yes.

220. At a meeting of the tribe?—At some time when I came to Horowhenua. They used to hold meetings, and when they held them they asked me to attend; they called me to them.

221. Can you say the first meeting at which this matter was discussed between you and the people?—I told them that the land had been sold for £6,000. The Government have got the land, and Kemp has got the money. So much money remains with the Government, and so much has been taken by him to Wanganui. I said, "This is the first block of Horowhenua that has been sold, and I think he ought to have had some thought for the people. He ought to take some of this money and give it to those people who came to his help; he ought to give the Ngatiapa so much and Rangitane so much, and to give so much, if only £10 or £100, to show there was some consideration for those tribes for what they had done."

222. Where did you make that speech?—On the other side of the Horowhenua Lake.

223. When was this?—Just before or after 1890.

224. Was it a general muster of the tribe at which you made that speech, or only a few people?—They had collected at a meeting, and sent for me to attend.

225. Who sent for you?—The Muaupoko; they held a meeting at one kainga, and after that at another kainga.

226. Was Kemp there?—No.

227. Who were the principal chiefs at that meeting when you made that speech?—They were all the same, no one was before another.

228. Can you mention a few names?—Kerehi, Karaitiana, and Raniera. I know others of the Muaupoko were there.

229. What did the tribe say when you made that speech?—They listened attentively, and spoke very sadly about it. They said they thought that Kemp would have acted justly in the matter, because the tribe could do nothing. He had the lease, and had taken the money. They said if he had acted in this way it was no more than they could have expected; but for Kemp to do so was very terrible.

230. Who said that?—The people who got up to answer me.

231. Can you mention one man who said that?—Kerehi and Karaitiana.

232. Did Raniera condemn Kemp?—Raniera said something, but I forget what.

233. Did the tribe send any message to Kemp, so far as you know?—After the meeting had been held they sent word to Kemp.

235. Who took the word to Kemp?—I do not know for certain, but I heard that Hopa did. Kemp had spent the money, and that they must look to him.

236. You never spoke to Kemp about it yourself?—No; I never spoke to Kemp about it.

237. Why did you not speak to Kemp, if he was plundering you of £6,000?—I knew it was no use talking to Kemp, for he was the kind of man that would not listen to anything that was said. There is another reason: if I had spoken first about it to the tribe, some would have gone and spoken secretly to him about it.

238. You were afraid to speak first to the tribe?—I thought it best to leave the tribe alone, and let them find out what Kemp was doing themselves.

239. You did not invoke the law all this time?—No.

240. Why not?—If I had gone to law about it, some of the tribe would have gone to Kemp secretly, and they would have used influence against us. Aleck McDonald has been directed by the Government to watch the interests of the Natives, and some have left and gone over to you.

241. Why did you not invoke the law when you found that wrong was being done by Kemp?—The tribe never asked me to do anything of the kind. I tried to care for myself, lest I be trampled in the mud by the actions of Kemp. I thought it was time to look out for myself, as in looking out for other people I might slip in the mud.

242. You ask the Commission to believe that you are a chief equal to Kemp, and are speaking for the tribe?—I am a chief of a different stamp; I am a greater chief than Kemp.

243. Then why did you not take him to task about this £6,000?—I thought he was a chief and an old man, and that he would act correctly.

244. When you found out he did not act correctly, why did you not then take him to task?—I am working my own case now; let the Muaupoko, who would not attend to me, work their own case out.

245. Why did you not seek relief yourself all this time?—I have been working hard for ten years past.

246. But you never said a word about this £6,000 before?—If I was working alone about the £6,000, I was working for them too, so I would not do it; they would not pay expenses.

247. If you are a very important man, why was your name not put in with Kemp's in No. 11, instead of that of your younger brother?—I put my younger brother in; by my right of chieftainship in this land I allowed my brother to represent me, as I had no children.

248. That is why you put your younger brother in?—If I had had a child at that time I should have put myself in.

249. So you gave up your right to your brother?—Yes; I gave him the right to represent my right.

250. *Mr. McDonald.*] Warena said yesterday that he was not present at the Court in 1886, but he was represented there by you, and that anything you did he considered was binding upon him now. Do you remember seeing me at the meeting before the Court sat?—Yes; I saw you there. You were interpreting for Kemp.

251. Do you remember my giving Muaupoko very distinct warnings as to what the effect of the orders in the Native Land Court would be?—Yes; I heard you talking to Muaupoko.
252. Do you remember my explaining fully to Muaupoko then assembled the difference between the certificate of title under the Act of 1867 by which this block was held up to that time, and the certificate of title which would be issued in the orders to be made by that Court?—Yes; I heard you explaining that.
253. Were those explanations fully given to the Muaupoko before they began to make a partition of the block?—It was before.
254. And then Muaupoko proceeded to partition the block?—Yes.
255. Do you remember that Muaupoko had before them a tracing of the block?—Yes; Mr. Palmerston brought a map.
256. Partition 1 was the railway line?—Yes.
257. To whom was that awarded?—To Kemp.
258. Was it stated, then, the purpose for which it was awarded to Kemp?—No; they let it go to Kemp without reserve or explanation.
259. And there has never been any question raised about it since?—No; I never heard anything about it since in or out of Court.
260. Could Kemp dispose of the land and put the price into his own pocket?—Yes; it would have been Kemp's money, because we had given the land to Kemp for himself, and I never heard any word to the contrary.
261. Do you know what Kemp did with this land?—He let the railway company have it.
262. Do you know whether he got anything for it?—I do not know. Kemp, not as payment for the land but as a complimentary return for his gift, got fifteen shares in the railway.
- 262A. Have you any claim on those shares?—No.
263. In Block 2 there were 4,000 acres: in whom was this vested?—In Kemp's name.
264. Did you hear any conditions stated at those outside meetings before the Court upon which it was vested in Kemp?—Yes; I heard them at Mr. Palmerston's place, because the Muaupoko were residing there.
265. Did you fully believe those conditions would be strictly fulfilled by Kemp?—Yes; that was what we all thought.
266. What were those conditions?—The first condition was that one quarter-acre section in every ten was to be kept, and nine sold; the second condition was about a schoolhouse; the third was that they were to have a large space of ground for a park, similar to Palmerston, in the centre of the township; the fourth condition was that there was to be a site for a Courthouse; the fifth was about the money. I have told you before what was to be done with the money.
267. What children were to go to this school?—The school was to be for Native and European children alike. I think 10 acres were to be set apart for the school.
268. What was the money to be used for?—It was to be used to liquidate the surveys on the land.
269. Have any of these conditions been fulfilled?—No.
270. Supposing the Muaupoko had been told at that meeting that Kemp was to go and sell 4,000 acres for £6,000, and put the whole of the money into his pocket, would they have agreed to it?—I should not have consented; but perhaps some of his relatives among the Muaupoko might have; others would not, because this 4,000 acres, according to Native custom, was my land; it belonged only to me and my hapu.
271. You got 105 acres in No. 3 for yourself?—Yes.
272. There was also 105 acres allotted in the name of your father, then deceased?—Yes.
273. Successors have been appointed to your father in this 105 acres, have they not?—Yes.
274. And this 105 acres has been leased by those successors, yourself among them?—Yes; to Prouse Bros.
275. When Prouse came to pay this rent on the 105 acres, was there any demand made on you for the survey liens upon it?—Yes.
276. You found, then, that the survey charges had not been paid?—We knew it before; but that refreshed our memories. All the blocks were in the same position.
277. Did you dispute the Government's title in No. 2—in the 4,000 acres?—Yes.
278. Did you make any claim on anybody for any part of the money received for it?—Yes; it was not the fault of the Government.
279. Have you anything to say with respect to the tenths that were to be returned to you?—The persons who benefited by those sections ought to pay for them.
280. To whom was Block 3 allotted?—It was divided amongst 106 persons.
281. Giving how much to each person?—105 acres.
282. Has there ever been any dispute about that block?—Only the disturbances between myself and Kemp.
283. That was as to the allocation of the respective 105 acres? It was no question as to the block as a whole?—No; that was all.
284. Do you know anything about Block 4?—Yes.
285. Was there ever any dispute of any sort about that?—No.
286. Nor about 7 or 8?—No.
287. And there was no dispute about 5?—No.
288. Do you know No. 13—the square foot?—There was no dispute about that.
289. For what purpose was No. 6 vested in Kemp?—For the forty-four *rerewaho*, or outsiders.
290. There was never any dispute about Block 10—800 acres?—No.
291. That was an absolute gift to Kemp?—Kemp said to me, "I am in great trouble." I said, "Yes; I know what the trouble is—it is about Sievwright and Stout."

292. Do you know why Kemp's name was not put in for 105 acres with the others?—I think it was understood that he had plenty of land in his name.

293. What was the land down in his name then? You said the 4,000 acres was under strict conditions?—The 800 acres and the railway.

294. Did the fact that he was getting an absolute gift of 800 acres and the railway line operate in the minds of the people?—Yes; I think so.

295. You say you did not dispute the title of the Government to No. 2; you put it into Kemp's hands on certain conditions, and yet you do not consider you can go to the Government and say it was a fraudulent transaction: what does this mean?—It was not the fault of the Government; the fault began with Kemp. The Government behaved honourably, and paid Kemp £6,000, and the land was theirs.

296. Therefore, you consider Kemp's title was absolute, and he made over an absolute title to the Government?—Yes; the Court confirmed the title.

297. You say that in the case of No. 2 the conditions were plainly stated on which it was given to Kemp. In No. 10 there were no conditions, but it was an absolute gift?—Yes.

298. What were the conditions stated upon which No. 11 was given to Kemp and Warena?—They were given to them on the same conditions.

299. Was it the same as Block 2 or as Block 10?—No. 2 was different; there was an arrangement made about that before.

300. Do you remember being present at the Native Land Court of 1890?—Yes.

301. That was a Court for the purpose of allocating the sections of No. 3, and partly to partition No. 11, was it not?—Yes.

302. Were you present at certain negotiations at meetings which took place while the Court was sitting?—Yes.

303. Warena Hunia was represented by Donald Fraser, was he not?—Yes.

304. Did you hear and consider proposals made by Kemp on one side and Donald Fraser on the other?—Yes.

305. What proposals did Kemp make?—That they should give some of the land to Muaupoko.

306. What was the extent of their area?—Donald Fraser wanted Kemp and Warena to agree to give the Muaupoko 8,000 acres, and that Kemp and Warena should retain 700 for themselves.

307. Are you sure about the 8,000 acres?—Yes; I think so.

308. Was it proposed to give this 8,000 acres to the whole of the persons on the list of 1873, or only to some of them?—To those whom they pleased. It was nearly settled that way, and then they came back to Horowhenua to a meeting.

309. When did you first hear the word *kaitiaki* (caretaker) applied to Kemp and Warena, or to either, with respect to this block?—At the Court at Palmerston; in 1890, I think.

310. Did you hear that word applied to them before the proposal to give the tribe 8,000 acres or afterwards?—It might have been before, or it might have been after.

311. If they were *kaitiaki* how could they give 8,000 acres to anybody?—They were not there as *kaitiakis* in that block.

312. Were there many of the Muaupoko present at the Court and about the town then?—Yes; a great many.

313. Did you hear of any single person of the Muaupoko then present in town or before the Court suggest that 8,000 acres was too little?—No.

314. I wish to be sure of this. You did not hear any one object?—No; I did not.

315. You were a member of the tribe, and you did not hear any Muaupoko object to this 8,000 acres which it was then proposed to give back to Muaupoko, on the ground that it was too small?—No; nor did I say anything myself.

316. You were asked why steps were not immediately taken by Kawana, by way of protest against the certificate of 1873, to ask for a rehearing or something. Are you not aware that all this district was excluded from the operations of the Native Land Courts Act for several years?—I know that.

316A. Did you ever hear any suggestion made by Kemp about No. 6?—Yes.

317. What did you hear him suggest?—When there was a meeting held on the other side of the Horowhenua, Paki te Hunga asked a question of Kemp: he said, "What is your idea about No. 67 to let the land be subdivided amongst the 44"? Kemp said in reply, "I think No. 6 had better be given to me for myself, so that I can think about giving the land I hold in No. 11 to the tribe"—*i.e.*, Muaupoko.

318. Kemp's proposal was that No. 6 should be handed over for himself, and he would then consider the tribe in No. 11?—Yes; to give a portion of it to the tribe.

319. Can you give us any idea of the date of this meeting at which that was said?—It was in 1891 or 1892.

320. The question was asked by Paki te Hunga?—Yes.

321. You are the person whose dealings are binding upon your brother. Do you now admit, freely, fully, and without reserve, Warena's and Kemp's obligation as chiefs to provide for all those people who are living on Block 11, by transferring to them, under proper title, adequate proportions of the estate?—That would be the Native custom to do so. The land is theirs, the tribe is theirs, and they should make provision for the tribe; they are the chiefs of the tribe, and, according to Native custom, they should take care of the people. If they do not do it, there is a name that is ready to be fixed upon them, and that would be "heartless, selfish, and greedy people."

322. How would you propose to find the proper persons in the Muaupoko to whom this land should be given?—The land is theirs; the tribe is theirs, and they must choose out of the tribe people to put on the land.

323. With regard to No. 12, who did Muaupoko agree to put into that title?—It belongs to Ihaia Taueki.

324. Did you hear any persons at those meetings say to Ihaia Taueki, "Ihaia, we are putting this into your hands, to do so and so with"?—No.

325. There was absolutely nothing said to indicate that he was under an obligation to them to do anything with it?—No; there was nothing of the kind; I gave it to Ihaia, and the Muaupoko never said anything against it.

326. You were at the Supreme Court, Wanganui, were you not? Did you give evidence about Block 11?—Yes.

327. Several Muaupoko said there that they told Ihaia, "We are giving you this as *kaitiaki*. They swore to the Court that at the meetings in 1886 they had said that?—It is absolutely false.

328. If Ihaia were to sell this block to the Government, would he not be under an obligation, as a Maori chief, to distribute the money to these people?—Yes; that would be the Maori custom, and would also prove him to be a chief.

329. He has not sold it yet, has he?—No; he has sold 600 acres of it to the Government to pay for surveys.

330. *Ropata Ranapiri*.] Did you not hear that, in 1874, Kemp went to Wellington with a portion of the Ngatiraukawa to see Sir D. McLean about a dispute?—Yes.

331. Did you not hear that Kemp had given them a piece of land and some money, with a view to settlement?—Yes.

332. Do you know how much land he gave them?—I heard it was 1,200 acres.

333. Do you know to whom he gave this land?—I heard he gave it to Watene, Tauteka and others; they were descendants of Te Whatanui.

334. Did you not hear that Kemp gave Horomona Toremi a piece of land about this time?—I did not hear that.

335. Supposing he had given Horomona Toremi a piece of land about that time, when he was there with McLean, would you have objected?—No; I would not, because it would have been a gift according to Maori custom, and I would not have disputed it. If Kemp did that, he had a right to do it. I heard, in 1886, that Horomona Toremi had seen Kemp on this subject, but I do not know what Kemp's answer to him was.

336. *Mr. Nicholson*.] You know of the meeting held at Kupe?—Yes; I recollect that meeting; it was held by my father.

337. What was the reason for that meeting?—To take the influence back from Ngatiraukawa, and take them away from here, so that they might not remain at Horowhenua.

338. Who were your father's people at Horowhenua?—Te Whatanui, and, when he died, Te Watene; the latter was the chief man.

339. Where were the boundaries?—They laid the boundaries down from a hill called Panuio-marama down to the beach to Tiawhitikuri; that boundary is to the north of the stream Hokoio running to the north-west. Kawana did not assent to that boundary.

340. After that, did not Kawana Hunia set some houses on fire on the lower side of the boundary?—Yes; he burned Watene's house.

341. What reason had he for burning that house?—It was disputing his right to be where he was in Horowhenua, and to do away with his mana, and that of Whatanui and others.

342. After that did not a Court sit at Foxton?—Yes.

343. Who were opposed to Kawana Hunia and Kemp at that Court?—The chiefs of Ngatiraukawa, Tauteka opposed them, Te Watene, Karena, Waratini, and Hitau.

344. At that time, where were Watene's kaingas?—In this block, by the side of the Hokoio Stream.

345. Do you know those kaingas?—Yes; they are old settlements—the settlements close to the lake.

346. You recollect Kawana Hunia urging the burning of those houses at Mahoenui?—Yes; I recollect the burning of the houses there, and also the destroying of the potato-crop.

347. Do you know that it was in consequence of burning those houses and the pulling up of the potatoes that guns were fired?—Yes; in consequence of the houses at Rakauhamama.

348. Do you know that the houses at Rakauhamama and at the other place were set alight to on the same day?—Yes.

349. Did you not hear that Sir D. McLean came up here to settle the disturbance that occurred at this time?—Yes; he came to Otaki, and sent a letter to Hunia, at Rangitikei, to come to him.

350. Do you not know that McLean took Hunia and Watene to Wellington to settle the disturbance?—Yes.

351. Did you not hear that Kemp went at that time?—Yes.

352. Have you heard who the people are that are entitled to this 1,200 acres?—I heard that it was Watene, Tauteka, Caroline Waratini, and Hitau. Those are the people, I understood, who were to have the land, and my father told me so when he came back from Wellington after the affair had been settled.

353. Do you recollect the Court that sat in 1886, when this block was subdivided?—I was there.

354. Did you not hear me get up in Court and say that I objected to have No. 14 given to me?—I forget.

355. Did you not see Mr. Lewis at Palmerston when I objected to this block?—I saw Mr. Lewis at Palmerston. He came there about this block.

356. It was after Mr. Lewis came down that the block was changed from 14 to 9, was it not?—I do not recollect it. I only know that Kemp held those two blocks in his hand, and you chose No. 9.

357. Did not Kemp tell the Muaupoko and you what he intended to do with this 1,200 acres?—Yes; he did tell us.

358. What did he say?—He said, “I want to fulfill the word I spoke to Watene about the land that McLean asked me to give him to give to the descendants of Te Whatanui.” Then they were going to give them Papaitonga, and no one objected.

359. Did you not hear, after the year 1873, about the assent that Kemp gave to Ngatihuaia that they should have some land in the upper part of the block?—Yes; I heard of that. I heard of it in 1886, when the Court sat and divided the land. I heard of it from Kemp.

360. What did Kemp say?—It was when we were arranging about the burial-ground where my ancestor, Kaewa, was buried, so that it should be kept divided from the 1,200 acres in Block 9. They arranged about the burial-ground at Komakorau. I heard them mention about what the Ngatihuaia said about their burial-place. Hone Taipua and Tamihana te Hoia spoke about it. I heard Kemp give his assent to that. I think he assented to give them 50 or 100 acres.

361. Did the Muaupoko make any objection to this?—I never heard of any; I never made any personal objection.

362. *The Chairman.*] Which 100 acres was that?—In the north-west corner of No. 11.

363. Did you not hear of the reserve to be given to Ngatiraukawa by McLean, and Kemp agreed to it?—No.

364. Do you know of any settlement near Waiwiri?—When Te Roira was alive he used to live there, and his children live there now, and Te Puke and his father. They are dead, and their children are living there now.

365. Did you ever see Matene te Whiwhi living there?—No.

366. *Mr. Davis.*] Do you think that it is you or Kemp the Commission should question about the division of No. 9 when it was divided and given to the descendants of Whatanui?—Kemp's knowledge of the matter is the same as mine, and mine is the same as Kemp's; but, if you ask who is going to tell a straight story, I say I am telling it.

367. What you know about it is what you have heard?—I heard it certainly; but I heard what Kemp said.

368. Kemp, who divided the land himself, must know what he has done?—Yes; but Kemp had acted differently to what was supposed.

369. Did you go to Wellington at the time Kemp went, when this arrangement was arrived at between him and McLean?—No; but my father was there.

370. *Sir W. Buller.*] You stated, in reply to Mr. McDonald, that Kemp, as you understand the matter, was left out of No. 3 when 105 acres were allotted to each member of the tribe, because he had already got enough allotted to him in other blocks—2 and 10?—That is what I think.

371. How do you explain that you afterwards put him in with your brother as an owner in the 1,500 acres in No. 11?—If I had not done that it would have been making more of Warena than of Kemp, and other people had agreed to put in Kemp, so I agreed to it. I could not object to what they had already done.

FRIDAY, 13TH MARCH, 1896.

WIRIHANA HUNIA'S examination continued.

1. *Mr. Fraser.*] Do you know a Native named Te Rangi Mairehau?—Yes.

2. He was one of those in the original order of the Court?—Yes.

3. Can you say how it is that his name was not in the division in the Court of 1886? Is it not a mistake?—I heard there was one person with two names.

4. The name “Rangi Rurupuni” is put twice in No. 3: is not that the position?—Yes.

5. And it was in that division that Te Rangi Mairehau should be?—Yes; I heard that was so. It was an error; they put in the former twice, instead of the latter.

6. You were speaking yesterday of the occupation of your elders: have you ever occupied this block?—Yes.

7. When did you first occupy it? Do you know from your own knowledge?—At the time when my father's brother died, I was born, and I was at the breast at the time that I occupied the land.

8. When did you come on the land?—When I was at my mother's breast; my Muaupoko relatives brought me down here.

9. Who was it brought you on to this block?—Himiona te Hopu, Hanita Kowhai, and Te Rangi Rurupuni, and others who were my elders. I was brought here to be brought up on this land, in place of my uncle who had died; he is buried here.

10. You said that Warena asked Kemp for No. 14, to lease?—Yes.

11. How do you know that?—I told him and Donald Fraser to go to Kemp to ask him for it.

12. Have you ever heard Kemp say that Warena asked him for it?—I heard Kemp say so in Court.

13. Did he say so before the Commission?—Yes; he mentioned that Warena and Donald Fraser came to him about this piece of land.

14. At the Court of 1886 was this the position: that Section 14 was first set aside for Te Whatanui?—Yes.

15. Then there was this difference of opinion between certain of the Whatanui and the Muaupoko as to locality?—Yes.

16. And Subdivision 9 was cut out?—Yes.

17. And both were put in Kemp's name?—Yes; and then they were to choose the block of land that they wished.

18. And what was the understanding when they had chosen 9 or 14? What was to become of the other piece?—If No. 9 had been chosen, then 14 was to go back into 11; and if they had chosen to select No. 14, then 9 would have gone back into 11.

19. Was that understood in 1886?—The Ngatipariri thought the same. According to what is right, Block 14 belonged to me and my people; but No. 9 was my own block, and some of my own hapu. If they had selected No. 14, then 9 would have gone back into Warena's block, if it had not been that both blocks had been put under Kemp's name.

20. I think you were asked how it was that no one protested against Kemp holding 14 for so many years: do you remember, in 1892, Warena issuing a pamphlet in connection with Horowhenua?—Yes; it was printed, and Mr. Stevens distributed it amongst the people.

21. Did that express your opinion and your family's?—Yes; it was really my pamphlet.

22. Do you remember, *inter alia*, it stating this: "1,200 acres were cut off in another subdivision and awarded to Major Kemp, in order that he might transfer the same to members of the Ngatiraukawa Tribe in settlement of a long-standing dispute, but the Ngatiraukawa, being dissatisfied with the locality chosen, another piece of 1,200 acres was awarded to Major Kemp in a position which satisfied them. Major Kemp has, however, retained the first-mentioned 1,200 acres as his own"?—Yes; I remember that.

23. Kemp said in his evidence in chief that he had given you £400 in connection with this. Is that correct?—I think he gave me more than £300.

24. Did you ask him for it?—No; he gave it to me without my asking for it. He gave me £100 at one time, and another time he sent me £100 when I was at Rangitikei. It was his own idea.

25. Did you understand what it was for, or on account of what?—I said, "This is some money Kemp has sent to me. He did not say what for or on what account." I thought to myself, "This will be some money from Horowhenua."

26. From any particular division from the sale of the township to the Government, or from rent?—Just from Horowhenua. Kemp had a great deal of money belonging to Horowhenua.

27. Did you ever hear of Kemp proposing to deal with subdivision 6 by sale or lease?—I heard that he was going to sell it.

28. What did you do when you heard that?—I spoke to Warena's solicitor about it; I told him to send in a caveat; and I spoke to Donald Fraser, too.

29. Do you know if that was done?—Yes; I understand it was, for the lawyer said he would do so.

30. Have you ever had any conversation with Kemp, or his agents or solicitor, with regard to dealing with No. 11?—The person who was conducting Kemp's interest in the block came and spoke to me.

31. Who was that?—Mr. J. M. Fraser.

32. He was at that time agent for Kemp?—Yes.

33. What did he come to you about?—He first of all spoke to me in Palmerston and then in Wellington, the same year that the pamphlet was issued.

34. Was it after it was issued?—No; it was printed just afterwards.

35. What did Mr. Fraser approach you about?—I was asked if Warena would accept £12,000 for his interest in No. 11.

36. Was that on behalf of Kemp?—On being asked that question, I asked who was going to give the money. Mr. Fraser said that he and Kemp would give me that sum of money for Warena to go out of the block. I said, "Where can you two find £12,000 to give Warena and me this money? Are you not disposing of No. 6? Perhaps you are going to get the money from that quarter, and the 13,000 acres belonging to Ihaia?" "Yes," he said, "this land belongs to Kemp. If Kemp chooses to sell it, it is his own land." Mr. Fraser said, "Yes; it belongs to Kemp, and he intends to sell it. He is quite right if he wishes to sell it; it is his own. All that remains to be done is that Warena should consent to go out of No. 11." He asked me then to meet him in Wellington at Parliament, and in the meantime to think it over. In a day or two we would meet again, and a decision be arrived at. A day or two after I saw him again, and Mr. Fraser asked me what I thought about it. Broughton, who was there, said, "That is a very good idea." He came to me to say it was a good proposition. Mr. Fraser did not then say anything, but let Broughton talk to me. He said £12,000 was just about equal to the land-value, if the money is taken care of. I then said to Broughton and Fraser, "Warena will not consent to that; we do not care about your money."

37. Do I understand that you had spoken to Warena in the interval?—I spoke to Donald Fraser about the same day it happened.

38. You remember, in the Court of 1886, Kemp saying to the people, either in or out of Court, words to this effect: "Remember that you people in No. 3, if you sell your share there, Warena and I will give you none in No. 11"?—I heard him say that in front of the assembly at the place the Muaupoko were camped—in the middle of the committee that subdivided the land. He spoke to the assembled Natives, and said, "Listen to this; if any of you sell any of the land that has been awarded you—105 acres—I will not give you any land in No. 11. Now, that this land has been awarded to you, you had better go back on the land allotted to you and look after it."

39. With regard to the sale by Warena to the Government, did you know he intended to sell a portion in No. 11 to the Government?—Yes.

40. Did you approve of it?—I did not find fault with it, because the land was his own, to do as he chose with.

41. After the sale, did you yourself tell any one of your people of the sale taking place?—Yes; I told my people that Warena had sold 1,500 acres to the Government.

42. Will you mention any people whom you told?—Himiona Kowhai, Hoani Puihi, and my elder women relatives.
43. Was there any word of disapproval from them?—No; they never found fault.
44. Can you tell of your own knowledge what this money was used for? How it was disposed of? For what purpose?—The money that was received was £2,000; it was directed towards paying the agents and lawyers, and other matters connected with Horowhenua.
45. The money was spent for debts connected with Horowhenua?—Yes; for the troubles that had occurred about Horowhenua. I think the moneys I spent in that way amount to about £6,000, including the £2,000.
46. *The Chairman.*] Why did the Court award the land to Muaupoko in the first instance? Was it through ancestry, or occupation, or why?—Because they were residing there.
47. It was only occupation, not ancestry?—I think not; there were five tribes asked for it.
48. *Mr. Stevens.*]—You said, in reply to Mr. McDonald, that no objection was made to giving Kemp the 800 acres which were transferred to Mr. Sievewright?—Yes.
49. That was for the purpose of liquidating a debt owing by Kemp to Sievewright?—Yes; it was given to pay £3,000 he owed to Sievewright.
50. How did Kemp become indebted to Sievewright for that £3,000? Was it in connection with Horowhenua?—No; it was for expenses connected with the trouble that occurred at Wanganui when he was disputing with the Government.
51. Was it in connection with Wanganui or Murimutu?—Rangipo and Murimutu.
52. You said the Court awarded No. 2 to Kemp?—Yes; that was according to what the committee decided.
53. The impression on my mind was that the Court had awarded this block to Kemp in his own right, without the consent of the people; did the people consent to that?—Yes; the tribe consented to let Kemp have that block under certain conditions.
54. Conditions written in a document?—Yes.
55. *The Chairman.*] Was that document brought to the notice of the Court?—I do not know. I know what was in the document.

PETER BARTHOLOMEW examined.

56. *Sir W. Buller.*] You are a sawmill proprietor living at Levin?—Yes.
57. You have had dealings with Major Kemp from time to time in respect of timber growing on block?—Yes; and in respect of flax.
58. Will you give a brief account of your first transaction with Kemp in regard to timber?—It was about 1882 or 1883. I gave him £500 for a block of timber in No. 3.
59. What was the nature of the arrangement you made?—I paid him 10s. an acre for the timber on it, for the right to cut all the timber on 1000 acres.
60. Were you restricted to time?—Yes; I had twelve years.
61. Was your arrangement with Kemp alone?—On this block it was with Kemp alone.
62. Who interpreted or acted for you?—Mr. Hartley.
63. How much did you pay?—£500; the whole amount in advance.
64. Did you afterwards get an agreement drawn up by Mr. Woon in respect of the same?—Yes; he did the work, and Hartley acted as interpreter.
65. You handed me a memorandum in Woon's writing dated the 26th February, 1889. Does that relate to it?—That is in respect to Block 11.
66. You have been cutting on the land?—Yes; I cut it out some time ago.
67. Were you interfered with at all by any member of Muaupoko while cutting there?—Wirihana came down once, about twelve months after I commenced cutting.
68. For the first twelve months there was no interference?—No.
69. But after twelve months Wirihana came?—Yes; he cut one of the tram rails through.
70. Did he not speak to you first?—No; I did not see him. He sent a Native, some Natives cut through one of the rails. He did not interfere with me afterwards; I went on cutting.
71. Why do you mention Wirihana's name?—He came with the Natives, I believe, but I did not see him.
72. Your cutting then went on uninterruptedly up to the finish?—Yes.
73. What was your next transaction with Kemp?—It was for 1000 acres in No. 11. I had a wire from Wirihana.
74. Is this the telegram: "9th February, 1889, from Wanganui. To Bartholomew and Dunne, Levin, *via* Palmerston North. Major Kemp would like to see you about a new portion of the Horowhenua Bush on Tuesday next, in Wanganui. You will meet me at Turakina.—WIRIHANA HUNIA"?—Yes.
75. What did you do in consequence of this telegram?—I could not get away on that day, but the day following I went to Wanganui and arranged with Kemp.
76. Did you see Wirihana on your way?—No; I missed him, as I did not have time to reply.
77. Was any arrangement come to between yourself and Kemp?—Yes; I made an agreement with him for twelve years in respect of 1,000 acres in No. 11.
78. On which side of the Block 11 in respect to the Hokeio Stream?—On the western side of the railway, on the south side of the stream.
79. Who interpreted for you on that occasion?—Both Hartley and Woon.
80. Was the arrangement reduced to writing by Woon?—Yes. [Agreement produced, marked D].
81. You paid £500, as stated in the agreement?—Yes.
82. Did you commence cutting at once?—Not, for some time after.
83. But you did cut there?—Yes; and am cutting still.

84. Have you been interfered with at all in your cutting under this agreement?—Yes; the Government took it over, and I had to pay them tithes; that was in 1889.

85. How long after did you commence cutting?—About 1892 or 1893.

86. Seeing you had missed Wirihana, whose telegram brought you up, did you see him afterwards, and tell him what happened?—He wrote to me to come to him again. [Letter produced, marked E].

87. You missed him, notwithstanding the telegram and letter?—Yes; at that time our mail communication was very bad.

88. It was some time after that you saw him?—Yes; I might have seen him that week.

89. You told him you had seen Kemp?—Yes; he was aware of it, and was quite satisfied; and he further told me he had received some of the money—£100.

90. You say, about 1892, you commenced cutting—not before?—No; it was possibly 1893; it was about two years and a half ago.

91. Did any of the Muaupoko offer you any resistance, or object to your cutting?—After I laid the tram down, Warena came down once, and threw a small tree across the tram. I did not see him; but I know he came down and put it across the tram.

92. You saw the tree across the tram?—Yes.

93. What effect had that?—I went on with the work, and there was no further obstruction. I had the tram down some time before I started cutting; I began to lay it down in 1891.

94. You went on uninterruptedly cutting till you heard of the sale to the Government?—Yes.

95. That was the sale of the State Farm?—Yes.

96. Was that part of the land over which you were exercising rights?—Yes.

97. But you go on cutting under an arrangement to pay tithes to the Government?—Yes.

98. What tithes are you paying?—6d. a hundred for matai; 4d. for rimu, and 3d. for white-pine.

99. Did you do that under protest or cheerfully?—Not very cheerfully; but I had to accept the position.

100. Did the Government threaten to stop you cutting if you did not pay?—No; they did not go so far as that.

101. Who called upon you to pay?—Some of the officials; I think it was Mr. Mackay.

102. Next, in point of time, I think you had an arrangement with Kemp, under which you were to cut flax?—Yes; on No. 11, I put up a flax-mill.

103. When was that arrangement made?—About 1887 or 1888; I have the papers. It was my partner, Mr. Dunn, who made this arrangement with Kemp.

104. Do you know whether anything was paid when that arrangement was come to? Had you to pay in advance?—No; not in this case. It was royalty on the flax.

105. How long did your mill work?—Off and on for nearly two years.

106. On which side of Horowhenua was the mill?—On the south side.

107. During the two years your mill was working, were you obstructed by the Natives?—I was obstructed in cutting flax by both sides.

108. Why?—Everyone claimed a certain portion of the flax. They stopped my cutting from time to time, but I went on again.

109. How did you get over the difficulty?—We paid a royalty to the particular Natives who claimed the flax.

110. Was it an agreement in writing in regard to flax cutting?—Yes; I can produce it.

111. You stopped the mill because the industry died out?—Yes.

112. Then what was the next transaction with Kemp?—In regard to No. 14.

113. On which side of the block—east or west of the railway?—On the eastern side.

114. What were the terms?—Ten shillings per acre, for six years.

115. What did the amount you paid him come to?—£307 cash down; there was 600 odd acres.

116. You hold a timber lease entitling you to cut?—Yes; it was drawn up by Mr. Edwards, and executed by Kemp.

117. Have you been interfered with in any way?—No; I have practically not commenced cutting.

118. But you have paid the money?—Yes.

119. What was the next transaction?—In regard to No. 6.

120. Did you understand at that time that it was Kemp's, or a trust block?—I was under the impression it was a trust block.

121. What arrangement did you make with him?—Something similar to the other, that I should pay the tithes.

122. He did not ask for any money on account?—No.

123. What are the tithes?—Similar to the other—3d. for white-pine, 4d. for rimu, and 1s. for totara. There was no matai on the block.

124. You have had some little trouble about this since?—Yes.

125. Is it not true that, with your concurrence and knowledge, I advised Kemp to have all this paid into a trust account, in the name of himself as trustee, Mr. Marshall as representing the *rerewahoe*, and Mr. Edwards representing himself?—Yes.

126. Was not that deed duly executed?—Yes.

127. Can you inform me of any departure from that arrangement?—I do not think so.

128. As a matter of fact by arrangement among the parties, some other course has been taken, and the money is being paid to a trust account?—Yes.

129. In respect of all the timber you have cut since, the royalties have been paid regularly into that trust account?—Yes.

130. Have you had any other transaction in relation to timber in the block with Kemp?—No.
131. You took a lease, I think, by Bell, Gully, and Izard, of 100 acres on the eastern side of the railway?—Yes; a twenty-one years' lease, at 2s. 6d. an acre.
132. This was duly registered?—Yes.
133. Did you ever hear of any objection to this lease being registered?—No.
134. You never heard of any caveat being lodged against the title under which it was registered?—No.
135. Has any member of the tribe, since you have been in possession, objected to you having this lease?—No.
136. No demand has been made on you by anyone but Kemp for rent in respect of it?—No.
137. *Mr. Stevens*: I understand you to say that, after you leased Block 3, Wirihana objected, or made a protest?—Yes.
138. You had someone in charge of the mill. Did Wirihana go to the person in charge of the mill, or did he only come to the pa?—I was away that day, but I understand that two men from Wirihana had made a protest against my cutting.
139. You went to Wanganui and saw Kemp?—Yes.
140. Did Kemp make any reference to Wirihana or Warena as being concerned or interested in the land?—No.
141. After you had made the arrangement with Kemp Warena came down and felled a tree across the tramway?—Yes; two or three years after.
142. With regard to the trust account that was proposed to be opened in the name of Mr. Marshall, Mr. Edwards, and Kemp, why was the trust account not paid in the names of those persons?—The Natives here objected to it. Mr. Marshall was acting for part of the Hunia tribe, and it was suggested by him that the trust should be varied.
143. Did Kemp at any time propose to open a trust account in his own name solely?—Yes; I believe I have a letter to the effect that he wanted the money paid to his account in the bank, to be applied to the owners of the land when it was decided who they were.
144. In his own name only?—Yes.
145. Who objected to that?—There was never anything done in the matter. I went on cutting till I was interfered with by the Natives—the beneficiaries in the block. Neither Warena nor Wirihana interfered with me; only some of those who were likely to be interested.
146. Was it the Ngatipariri, who live on the south side of the lake, who interfered?—Yes.
147. Did some of those living on the north side of the stream also interfere?—Yes; both parties.
148. After their interference there was a trust account opened in the name of the Natives?—Yes; in three names. They agreed amongst themselves, and appointed three parties to have it.
149. You paid Kemp £300 in respect of this block?—Yes; No. 14.
150. In respect to No. 11 you paid twice over?—Yes.
151. You paid Kemp £500?—Yes.
152. Did he pay any portion of that to any of the people?—Wirihana told me he got £100.
153. With respect to the £300, did he receive any part of that?—I do not know whether he did.
154. Did you never consult Wirihana nor Warena with respect to the leasing of this block?—Yes; several times when I was interfered with here.
155. In all your negotiations with Kemp has he never mentioned that they were in any way interested?—No.
156. Supposing you had not consulted Wirihana and Warena, would you have been able to carry on your felling without interruption?—I suppose I would have had a lot of trouble; they helped me sometimes when I was interfered with.
157. Did you never receive a notice from Mr. Barnicoat requesting you not to pay money in respect to No. 11 over to Kemp?—Very likely I have; I could not speak from memory, but I believe I have got a letter with something about it.
158. Objecting to your paying money without consulting Warena?—Something to that effect.
159. Did you ever have any conversation or communication with Donald Fraser in respect to it at Palmerston?—Yes.
160. *Mr. Fraser.*] Was that lease at Wanganui, so far as you are aware, with the consent of the Hunia family, as well as Kemp?—I understood that it was so.
161. How much money have you paid in connection with No. 11, up to the present day, in connection with the lease you executed in reply to the telegram?—I have paid Kemp £500, but I cannot say how much I have paid to the Government.
163. All you have paid Kemp is £500?—Yes.
164. And all you know is that £100 was given to Wirihana?—Yes.
165. How long have you been in the district?—About twenty-seven years.
166. When you entered into negotiations in Wanganui in 1889, who were you under the impression were the owners of No. 11, from what you had heard, and the general surroundings?—I understood the block was really in trust, and I thought Kemp had the sole right to do the business.
167. Where did you draw that conclusion from?—From general report.
168. *The Chairman.*] You have been here twenty-seven years?—Yes.
169. It was general public talk that No. 11 was trust property in Kemp's name?—Yes; it was generally known about the district.
170. Have you a fair knowledge of the block generally with regard to values?—I know the flat country.
171. Is that nearly uniform in its value?—The bush country is pretty fairly uniform.
172. And the cleared country: is there much variety in that?—A little; there is a good deal of sand.

173. But taking it all round, a valuer would not have any difficulty in cutting it up?—No.

174. You do not know anything about the back block No. 12?—I have been there; it is very rough.

175. That will be pretty uniform in its value?—Yes.

175A. Then there are three sets of values—the rough country, the bush, and the flat; and a competent man would have no difficulty in arriving at the values of each block, and in cutting it up?—No trouble at all.

176. *Mr. Fraser.*] You say that it was public property, that it was a trust—you mean for ten or fifteen years?—Yes.

177. *Mr. Stevens.*] It was held in trust down to 1886: your dealings were before 1886?—Yes.

178. Are you aware that the tenure was changed subsequently to 1886—that is, that the subdivision took place, and instead of the original title remaining it was altered and a different title given?—Yes.

179. In the first place you dealt with Kemp?—Yes.

180. Are you aware that subsequently Warena became a co-owner with Kemp in No. 10?—Yes.

181. Did you believe that Warena and Kemp were trustees, or that they held the land according to Native custom, to be dealt with as they as chiefs thought best?—I was under the impression that they held it as chiefs, as is the way amongst Maoris.

182. *Mr. McDonald.*] With regard to your dealings in 1889, can you give the name of any person of the Muaupoko who informed you at that time that the block was held in trust of any description?—I could not say in 1889; but, in regard to the first transaction in 1882, it was Mr. Palmerston who told me.

183. Can you not give me the name of any person, subsequently to 1886, who told you the block was held in trust by any one?—No; I could not say; the matter never cropped up.

DONALD FRASER examined.

184. *Mr. Stevens.*] How long have you lived on this coast?—I came up in March, 1851.

185. Have you been well acquainted with the Hunia family from then till now?—Yes; they lived about a mile and a half from me.

186. Did you know Te Hakeke?—He was dead before I came.

187. You know Kawana Hunia?—Yes; I did business with him.

188. Did you act as his paid agent or his adviser?—As his adviser; not as a paid agent.

189. When the dispute arose between Kemp and the other people, respecting Horowhenua, did he consult you on the matter?—On many occasions; I do not think on all occasions.

190. What was your first connection with the Horowhenua Block?—The first I recollect of it was advancing him money in 1873 to carry out the Court at Foxton in 1873.

191. How much did you advance him on that occasion?—Several hundred pounds, at various times; sometimes £100, sometimes £50. I could not say exactly, but during that Court I should say I paid him fully £300.

192. After the sitting of the Court, the Court gave its decision. Did you hear anything with regard to the title—whose name was in the title?—Sometime after, it might be a year or more, Hunia came and complained to me that Kemp had not treated him fairly; that he had put his own name in, usurping the power, and leaving Hunia out. I advised him to apply for a subdivision of the block. I think he applied for it; I am pretty well sure he did apply.

193. Are you aware that it was impossible for him to get a subdivision at that time?—I was not aware at the time; but I found afterwards that it was so.

194. That it was impossible without application being made by Kemp?—No; I did not understand that.

195. But the actual owner's name was on the face of the certificate, and the persons interested had their names on the back of the certificate, and only the one on the face had any power to apply for a subdivision; and that was the reason Hunia was prevented from getting a subdivision?—I did not go into those details; I simply advised him that he could apply for a subdivision.

196. With regard to Hunia himself, did you have any conversation with him shortly before his death with respect to his general business, or what he required you to do?—I had several conversations. He was ill for a year or so, and he was rather gone in the mind; but previous to that I used to have a good deal of conversation with him. I was always wishing him to arrange matters with his own family, so that there should be no disturbance afterwards, and his intention was to do so.

197. Did he request you to do anything?—No; nothing in particular; but he always looked to me generally. All he did request was that, if anything happened to him, I should not forsake his family.

198. You have been acting in connection with the Horowhenua Block previously to the subdivision? Did you make any proposals with regard to subdivision?—No; I was not at the subdivision in 1886.

199. When did you first become aware of the subdivision, or first take part in the discussion about it?—About 1889. This young man came and complained that he could not get any share of his rent. He understood he was a co-owner in the block with Kemp, for which Kemp was drawing £400, and he could not get any. He said if I was going to Wellington he would go too. We came to Wellington, and he went to Kemp, and wanted some money from him; and I believe he got £100. He wanted Kemp to give him No. 14, that he might lease it. Kemp demurred for a time, and said, "Well, no; I have promised that to my sister." It went on for some time—months, I should think. Then he went to get an arrangement with Kemp, and he and I went to Wanganui and met Kemp, and we went to Mr. Woon's private residence; and I said, on behalf of Warena, to

Kemp, "I think you ought to make an arrangement with this young man to let him have his name in the title, and have a portion of the rent." Kemp said, "Oh, I see what is the matter; he wants to show his rights. I will not give him anything. You can do what you like in the matter." I said, "There is no use talking to this man any longer; we will go straight to Mr. Barnicoat." We went to Mr. Barnicoat, and Mr. Barnicoat advised Warena to give me a power of attorney to act for him, because then it would save him from employing a licensed interpreter. That power of attorney still exists. Mr. Barnicoat took the case to the Supreme Court to compel Kemp to account, and so the matter has gone on. I have not taken notes, nor kept a diary of the matter, because I have never done anything of importance, except through Mr. Barnicoat; anything of importance I referred to him.

200. Did you take part in proposing a partition of the Block 11 between Kemp and Warena? Was that not before you went to Mr. Barnicoat?—It was some time after, when there was an application from both sides; and also it was ordered by the Supreme Court, to find the relative interests. Then we met at Palmerston, and there were several days of negotiation. McDonald was there all the time. The first thing I remember was McDonald coming to me and saying he had had a conversation with Kemp.

201. *The Chairman.*] Who was he representing at that time?—He was retained by me as licensed interpreter for Mr. Barnicoat. McDonald said that Kemp had offered him 1,000 acres for Warena's own name: what did I think of it? I said, "I do not know; I think I will refer it to Warena himself." And I did. Warena said, "Oh, no! If I take 1,000 acres for my own name, and left all the rest to Kemp, what would become of my people? Some of the people are friendly to Kemp, and some against him. He would give it to those that are friendly, and those who were unfriendly he would leave out altogether." Then, there was another meeting. I saw Kemp, and I said to him, "We had better settle this matter, instead of going to all this litigation," and we met at the Clarendon Hotel. McDonald was there. Hone Taipua asked him to come in. We agreed that Block 11 should be divided equally in two halves, and the people be divided; they were taken alternately. If any people fell to Warena who would rather be Kemp's they could arrange for themselves. Another native was there, named Karena; he was connected with Muaupoko and Ngatipariri. He said, "I do not think this a good arrangement; you will have a lot of trouble over it; I think the best arrangement would be to make it into three blocks; to cut off a block for the people, and then take a block each for the two chiefs." Kemp said, "Yes; that will do, I think, and what do you propose to do?" The block always went as being 15,000 acres. It is not quite that. Kemp said, "Well, we will cut off 7,000 acres for the people, and keep the 8,000—4,000 acres for you, and 4,000 for me." I said to Kemp, "No; that will not look well; there are a great many people, and it would look much better, in my opinion, to give the 8,000 acres to the people, and keep the 7,000." We traced it out on the tracing, and he agreed with me. I thought it was agreed to, but he said, "No; we will not fix it," and he would not sign anything. He said, "We will have a meeting of the whole people at Horowhenua." We had a meeting, but Kemp did not turn up. That was the first meeting. Then we went to the Court, and the block was divided as it is now: it was divided into two. Then we had a very large meeting at Horowhenua, and Warena did not come down, but Wirihana did. Mr. J. M. Fraser was acting for Kemp. I said to Kemp, "You had better give Warena the north side of the block of 3,500 acres, and you take the south side, because of your lease to Bartholomew of the timber, which Warena has not agreed to." Several of the tribe got up and said, "Oh, no; we would not have it there," and then it was agreed that he was to have the north side. Kemp said, "Yes, it is all right; but I must have all the lake in my name." Wirihana got up for the first time, and said, "No; the Court has divided the lake in two; I must have half the lake." There was a great deal of talk over it. Two or three of the elders got up and said to Wirihana, "Never mind, let the lake go; get the thing settled, and you take 200 acres more; take 3,700 acres instead of 3,500." But Wirihana was not satisfied. Fraser said, "It is foolish; it is a pity it is not done; you ought to use your power of attorney and sign." Although his brother was in the title I knew he was the elder of the family, and I did not want to force a settlement, and it was not done. That was as far as the negotiations went.

202. *Mr. Stevens.*] With regard to the relative positions of Kemp and Hunia—Kawana Hunia—as chiefs, what did you understand their positions to be—was Kawana or Kemp the greater chief?—I should distinctly say that Hunia was far the greater chief in rank.

203. For what reason?—From all the surrounding tribes and asking the various tribes and the leading men of Ngatiraukawa, and judging from the actions of their fathers and the rank they held.

204. Do you remember the first negotiations for the purchase of land up this coast by the Government—I am speaking of the Rangitikei-Turakina Block?—I was not here when the first negotiations took place, but I saw the last payment; I think I witnessed it at Wanganui in 1851.

205. Did Kemp take a prominent part in the negotiations with the Government for any of that land along the coast?—In 1851, Kemp was hardly known; he was then living at Horowhenua. He was carrying the mails from Wanganui to Wellington.

206. Where did he live subsequently to that?—Mostly at Wanganui.

207. Where was Kawana Hunia at that time?—He lived constantly in Rangitikei, except when on his visits.

208. You had, I understand, conversations with Sir D. McLean as regards the status and chieftanship of the Natives on the coast: what was his idea of Kawana Hunia's position as chief?—So far as I could gather, I think he thought there was no chief on the coast above Hunia in rank. You must separate them from the Ngatiapa's chiefs, because they were an invading people.

209. With regard to the amount of money, you say that Warena asked Kemp for some money, and that Kemp declined to give it?—No; he gave him £100, I think.

210. I suppose you have heard that part of No. 11 was let to Hector McDonald; how many years has the lease been in existence?—The land has been leased since, I should think, about 1868 or 1869. Hector came first to Horowhenua either in 1864 or 1865.

211. Did Kawana Hunia receive any rents from the land before his death?—Yes; he received rents. On two occasions I got from old Hector McDonald a sum of £10 to take to Hunia, and I think a sum of £5. It was for rent, but for what portion I do not know. The first lease to Hector was on the south side of the stream.

212. Did Hunia enter into any kind of negotiations with McDonald, or take any part in making any lease over Horowhenua?—I could not say, but I know there was a disturbance with him at some time. I think, at his instructions, some cattle were killed, and there was a Court case at Wanganui, and some of them were taken there.

213. That was before the burning of the houses?—Yes; it was late in the sixties.

214. Subsequently to the cattle killing, can you state any circumstances which show that Hunia had to do with the block, and what part he took—whether a prominent part as leader of Muaupoko?—I did not pay much attention, but I know that a great number of Muaupoko were always up and down, living sometimes for months with Hunia, and he would come and stay here for a time.

215. Who was Hunia's mother?—A chieftainess of Muaupoko.

216. And Kemp's father was a chief of Muaupoko?—Yes.

217. In your opinion, was this woman equal in rank to Kemp's father?—I can only say from hearsay, and from being at various meetings, and understanding the language. They generally speak of rank. From all I could hear, Kawana's ancestors were of equal rank with, if not greater than, Kemp.

218. In your capacity as attorney for Warena, have you made any demand on Kemp for rents he is alleged to have received, and for money he is alleged to have received for the sale of land?—Anything I have done I did through Barnicoat.

219. You never instructed him to ask for an account to be rendered?—Yes; that was the reason we took action at the Supreme Court.

220. In response to Mr. Barnicoat's demand, what transpired? Did Kemp agree to render accounts?—There are the records of the Court. The Court ordered a division of the block and a valuation, so as to get at what the rents were. The Native Land Court was instructed by the Supreme Court at Wanganui.

221. Was this division made in the Native Land Court, after the case between Warena and Kemp was contested in Court, or was it arrived at by agreement outside the Court?—It was a division made upon evidence in the Court; any arrangements outside were not carried into effect.

222. This was a contested case in the Court?—Yes; a long case.

223. And the Court decided that Warena was entitled to half, and Kemp to the other half?—Yes.

224. In this case do you remember whether anything was said with regard to a trust—whether they were awarded this land in trust, or in their own right as Native chiefs?—In the first case, in the Supreme Court at Wanganui, there was no mention at all about a trust, and there was no mention about a trust in our outside negotiations.

225. *The Chairman.*] I understand you to say that the first Supreme Court action was for accounts: on what did Hunia base his action for accounts?—He thought he was entitled to half the land which was being leased, and Kemp drawing all the money. I could not tell you the details, because I left everything to Mr. Barnicoat.

226. *Mr. Stevens.*] Nothing was said, either in the Supreme Court or in the Native Land Court, as to the existence of a trust?—The first I heard of a trust was, to the best of my recollection, after the land was divided into two. I heard nothing of a trust in the Supreme Court, nor was their any mention of a trust outside.

227. Was any mention made in the Native Land Court, when the land was being divided—was it said by anyone, or did the Court indicate that the portions were awarded to Kemp and Hunia, separately, in trust?—Kemp himself said, after the division, that the land did not belong to them; that they were trustees for the land. That was in the Land Court at the time it was made.

228. Then Kemp understood that he was a trustee?—I looked at it this way: that, if we had been put out of the block altogether, Kemp would not have been a trustee; it would have been all his own; but, seeing that we got a portion, he became a trustee.

229. Did you understand that the Court had awarded this land to Kemp and Warena absolutely in their own rights, and that, according to Native custom, they had nothing to do but sell the land and pocket the money—was that the intention?—No; I am quite sure it was not the intention, so far as Warena was concerned.

230. What was your own opinion with regard to the position of Kemp and Warena? Did you consider they were trustees or not, or did you consider that they held the land according to Native custom?—I considered, and I spoke of it, when I took the power of attorney from Warena. I said, "What are you going to do with the people on the land; you have an absolute title between you?" He said, "They are my people, they will never be shifted; I will see that my people are not shifted." I never had any idea in my mind that he was going to take the whole of the land, and drive the people off it.

231. Then your idea was that he was going to make proper provision for the people?—Yes; hence the negotiations. When Kemp offered to give them 7,000 acres, I said, "No; we had better give them 8,000."

232. Were the section of the people directly under Warena agreeable to the proposal which Warena made with regard to the settlement of themselves on a portion of this land?—So far as I know, they were.

233. You never heard any objection from the Ngatipariri?—No.

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.

263. What became of the action. There was reference to the Native Land Court and a report to the Supreme Court. Did you prosecute the action, or discontinue it?—I do not think so. I cannot answer the question. Barnicoat had the matter in hand.

264. Were you present, and did you hear Barnicoat admit to the Native Affairs Committee that the action was still pending?—I think so. I think we can still go on with it.

265. You have done your best to try and get this business settled without lawyers, over and over again?—Yes.

266. You say Kemp said, "To settle this matter, Warena and I will take 8,000 acres between us, and give 7,000 to the tribe"; and you said, "You take the 7,000, and give the tribe the 8,000"?—Yes.

267. You went on to explain that you meant Kemp to take 3,500 as his own absolute share; that Warena should do the same, and the tribe have the rest?—Yes; that was my meaning.

268. Knowing the whole history of this transaction from first to last, you believe in your own heart that would be a fair and equitable arrangement, if carried out?—Yes.

269. Notwithstanding that Kemp has already received so much consideration at the hands of the tribe—800 acres to pay his debt to Sievwright, a small block which he made a present to the railway company; notwithstanding that he had already got 1,200 acres in his own name at Papaitonga; notwithstanding that he had been receiving very large sums of money in purchase-money and rents: You were familiar with these facts, and you still thought that would have been, under all the circumstances, a fair and equitable arrangement?—Yes; but I did not think but that Kemp would have given Warena a fair portion of the rent. I may also state that the 800 acres I do not think ought to have been taken into account, because, I think, that was a voluntary gift from the whole of the tribe who had any interest in it.

270. Notwithstanding that certain proposals, which formed the basis of the sale to the Government of the Township of Levin, had not been fulfilled, this would be a fair arrangement between the chiefs?—Yes; but I must also state that I mentioned and advised the people that Kemp ought to have paid all the survey-fees out of the purchase-money of Levin.

271. You knew at the time that he had not done so?—Yes. I may say this: when I took action I found that there was £3,000 in the hands of the Government for Kemp. I immediately wrote to Mr. Mitchelson, as attorney for Warena, telling him to hold it. I did not get a reply—I think Mr. Mitchelson was away for some time—and, when I happened to be going to Wellington, I called upon him, and informed him of the fact that the survey liens were not paid, and the land had been sold for the purpose of paying them finally, and I said I understood Kemp had still £3,000 to get. He said, "Yes; but it is in his own name; I cannot keep it." I said, "Why cannot you keep it to pay the surveys, as he authorised the surveys. The people will have to pay it out of their own pockets." He said he could not do it. I told him I thought he ought to have kept it to pay for the survey.

272. Was that conversation before or after that meeting at which you proposed what you say you thought an equitable settlement?—Before.

273. So that at the time you proposed this "equitable" agreement between the two chiefs you had full knowledge in regard to the £3,000?—Yes.

274. With regard to the purchase by the Government of 1,500 acres of Block 11, you say you held a power of attorney for Warena. Did you, under that power of attorney, suggest the sale of that portion, or did the Government, or some Government officer, propose it to you?—So far as my recollection goes, the first man who spoke to me about getting a portion of the land was Mr. Tregear; he wanted it for a State Farm in about 1892 or 1893.

275. It was after petitions had been lodged before Parliament—Kemp and Warena's counter petitions—and the matter had been referred to the Native Affairs Committee?—No; the first intimation I had was before any petition.

276. In consequence of that, did you do anything?—I spoke to Warena and his brother; they said they were agreeable to sell a portion. Nothing came of it for some time. Then I was approached by Mr. Sheridan, in Wellington, about 1893; he said the Government were anxious to buy a portion of this land. I said, "I think Warena will sell." I was then holding his power of attorney. I did not come to terms with Sheridan then. I asked then £5 an acre; he said it was a very big price. He did not say how much they wanted—from 1,000 acres to 2,000 acres; he indicated the portion of the block—the site of the present State Farm. Nothing came of that negotiation. The next intimation I had about it was from Mr. J. G. Wilson, not very long after. He said he had been talking to the Minister of Lands, and that the Government were anxious to get a bit of land. He said he thought it would be a good thing to get it as the country was locked up, and the people of Levin were bringing pressure to bear on him to try and get some of the land cut up to open up the place. I said, "I will do my best to get the land for you, but it must be understood that it is not to interfere with any buildings or cultivations of the tribe."

277. Although you were acting under power of attorney, you held that you had to protect the interests of the resident Ngatipariri?—Yes.

278. What was the next step?—Mr. McKenzie, Mr. Carroll, Mr. Wilson, and several others came up, and I with them, and went towards the bush till we came to the Native settlement. We met Hoani Puihi there.

279. Did you arrange terms with the Minister on that occasion?—I arranged terms with Mr. Sheridan. I went to the Minister once, and he told me, "Anything you have to do, you must do it through the Land-purchase Officer; I have nothing to do with it." He was not in the party.

280. Did the Minister indicate how much he was going to buy?—They wanted more if they could get it, but, on consulting the Hunias, we decided that they would not sell any more than 1,500 acres.

281. Shortly after that you went to Wellington, and arranged with Sheridan?—Yes.

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.

309. You could not have thought that the Government were putting it off for a year on account of survey?—No.

310. But you did not apply for it till the occasion you speak of?—I have no recollection of speaking to the Government after the signing of the deed. It must have been months, I should think, between the time when I spoke to the Minister and the time the £2,000 came.

311. You were quite satisfied with the reason given by the Government for not paying the money?—I was ready to take the money any time.

312. If you did not think it a reasonable excuse, you would have gone and insisted on getting the money?—Yes; no doubt I would.

313. Because the reason assigned was a fair one, you allowed the thing to rest for a time?—Yes.

314. *Mr. Morison.*] When did you first know this block?—In 1857.

315. Were you at all familiar with the occupation of it?—I was not very familiar with the occupation of the block till from 1863 to 1870. I was then a great deal on the coast, my business being to travel with cattle and sheep, and this was one of my staying places, at the mouth of the stream.

316. Who were living to the south of the stream during the time with regard to which you speak?—The Ngatiraukawa.

317. Were there any Muaupoke kaingas at all south of the stream?—I do not think so; there might have been; they were principally on the north side.

318. You looked upon it as being occupied by the Ngatiraukawa?—Yes.

319. Who were the principal people, so far as you can recollect, who occupied south of the stream?—I remember one very well; they used to call him Tommy Whatanui. There were several Whatanui.

320. Anybody else?—I remember a sister of Tauteka was married at Rangikiwinui. I forget her name.

321. Can you say whether that was Te Whiu?—I think so; I cannot say positively. There were three sisters, two of them I knew very well. Tauteka, who lived most of the time at Otaki, was the wife of Matene Te Whiwhi. Then there was Caroline Nicholson's mother, who lived at the north of this block.

322. Who was she living with particularly?—I cannot say. There used to be a number of them where the Ngatiraukawa lived; some times you found only a few of them, and some times twenty or thirty.

323. Do you know if there was a small settlement at the small lake at all?—There was a small whare or two, and eel-fishing places.

324. Who used them, so far as you know?—During the period I am speaking of, up till 1870, I was constantly up and down; I think the Ngatiraukawa occupied this land, and others on the other side.

325. No one has heard this block more discussed than yourself by the Natives. Have you heard any reason assigned for the setting apart of 1,200 acres to the decendants of Te Whatanui?—After the sitting of the Court in 1873, I understand there was a great deal of dissatisfaction by the Ngatiraukawa, and talking of fighting, and so on, and I think an arrangement was made between Sir Donald McLean and Kemp, and perhaps Hunia, to settle up matters.

326. Do you know of any disturbance that took place at all?—I heard all about the burning of the whares and the taking of Hunia to Wellington, and so on.

327. Did you hear whether the giving of the land was part of the same transaction, and done at the same time?—I understood that it was; that was the common talk amongst the Natives, so far as I have heard.

328. Have you heard it discussed amongst them?—Yes.

329. *The Chairman.*] Do you know if there were squabbles amongst these people long before 1873?—Yes; there were several meetings between 1860 and 1870 and 1871.

330. *Mr. McDonald.*] You were under the impression that, when I brought you a proposal purporting to be a proposal from Kemp to give Warena 1,000 acres in No. 11 as his share, you had employed me as interpreter for Barnicoat at that time: are you quite sure you are right?—I am not quite sure I am right, because I did not keep any data; but I know during the Court you were employed.

331. You had not gone to the Court then?—No; but we were waiting for the Court to open.

332. Did you require an interpreter for Barnicoat before the case came on?—No; I do not think so.

333. Was it not when the Court opened you employed me?—I think that is very likely.

334. I understand this matter of 8,000 acres for the tribe cropped up several times in the course of the negotiations, both before and after the petition?—Yes.

335. You said you supposed that was for the resident Ngatipariri?—Yes.

336. Did you furnish the Government, or Kemp, or the Court, or anybody with a list of those persons to whom you proposed that Warena's share of the 8,000 acres should be given?—In company with Warena, I handed in a list that Warena prepared to Mr. Cadman.

337. Have you any copy of it?—No.

338. Can it be got at in any way?—I should think it is there. It was in his private room at the Parliamentary Buildings. It was not then put as 8,000 acres, and we proposed to keep the 3,500 acres.

339. Was any list ever prepared after the previous proposal that 8,000 acres should be given?—Not that I am aware of.

340. You are still acting as attorney for Warena. In case the list you refer to cannot be obtained, will he furnish the Commission with a list of persons to whom Warena proposed to give

this 3,500 acres?—I do not think there will be any objection. I recollect that, on Warena making out the list, I told him not to put in all the children. I said, “You make out the heads of the people.”

341. Can you give any idea of what number of days were occupied in the negotiations at Palmerston, in 1890, before Block 11 was called on in the Court for the purpose of partitioning it between Warena and Kemp?—I should think fully a week; it might have been more.

342. These negotiations were attended by Honi Taipua?—I saw him there—the two principal negotiations; it divided the land, and divided the people.

343. Can you say distinctly and positively whether the question of trust was raised at all during these negotiations?—No.

344. Did Kemp say anything at all that would indicate, in his opinion, there was any trust?—No; the first I ever heard of the trust was in the Court.

345. Your negotiations on behalf of Warena with Kemp were conducted as if they were owners, and could sell as they thought proper?—Yes.

346. I think you have said that in the negotiations you had in Woon's presence there was no mention of trust?—No.

347. Was there anything to indicate to you, up to the actual opening of the Court, that there was any equitable right whatever in this block held by any persons?—No.

348. In your opinion, up to that time, and till the question of trust was raised in Court, you were of opinion that Kemp and Warena were owners of the block?—As soon as I became acquainted with the nature of the title.

349. But at the same time you were of opinion that it would be the duty of Warena, at any rate, to make provision for his people who were living on the land?—Yes.

350. Do you mean the whole list of 1873, or only the persons who were there then, or who had recently been living on the block?—I meant the residents.

351. *Mr. Fraser.*] When Warena signed the conveyance, Mr. Sheridan, or a representative of the Government, told you, did he not, that they could not pay the money because there was a caveat against it?—No; no one said so.

352. This was your evidence in the Supreme Court: “When was the transfer to the Queen signed?—Over twelve months ago. Were you present when it was executed?—Yes; the purchase-money was not paid then. Why not?—I think, owing to some petitions before the House. The survey was not complete to get the transfer complete. Survey was not complete when sold. It was a simple survey. The creek had to be traversed—I mean for the subdivisional Court.” That is correct?—Yes.

353. Had you been connected with the Horowhenua matter from its inception, so far as the Native Land Court was concerned?—I had known a great deal about it, and had been doing other business for the Hunia family; I took no active part, but had known it well from 1886.

354. You tried, in 1890, to arrange by giving 3,500 acres to the two principals: at that time did you know that Kemp and Hunia held No. 11 in trust?—No.

355. This would be correct: “What was the reason you made the proposal?—Warena had his connections on the land: it was not because it was a tribal property. I knew it would be difficult to turn the people off. That was one reason. It would be contrary to Maori custom for a chief to turn the people off the land—the small portion the people were occupying. I did not know that Kemp and Warena had the land in trust”?—Yes.

356. You were asked if you thought this a fair and equitable arrangement with regard to Block 11: was this fair and equitable only so far as No. 11 was concerned?—Yes.

357. When you made this proposal as fair and equitable, it did not embrace any negotiations with regard to 6, 2, 4, and 12?—None whatever.

358. You still, as Warena's representative, were of opinion that Kemp had to give an account of his stewardship with regard to Nos. 2, 6, 4, and 12?—Yes.

359. It was only fair and equitable as regards No. 11?—Yes; and not wiping out the back rents.

360. When you came on to the block with Mr. McKenzie, Mr. Wilson, and others, did you meet any Natives?—Yes; we met Hoani Puihi; he is one of their leaders, and has always been prominent at their meetings. I could not say what others.

361. Did Hoani Puihi speak at all on that occasion?—He simply said, not to come down too close to his house with the line. I said, if the surveyors come too close we would shift back.

362. Was there any sign of opposition or discontent at the sale?—No.

363. With regard to the action instituted by Warena against Kemp, immediately after it was initiated, did not Kemp send in an application for partition of the block?—Yes; and Warena also.

364. You got £1,000 of the £2,000?—Yes; £500, and £500 owing to the bank for which I was security.

365. Was the £500 you were guarantor for for debts connected with the block?—Yes.

366. The remaining £1,000 you say was paid to the stores. Had there not been very heavy expenses incurred in connection with this block in investigations before the Native Land Court and before Parliament?—Yes; very heavy.

367. Are you in a position to say that the majority of this money went for liabilities incurred in connection with the block?—Previous to their entering on this block they never were in trouble, and they had other sources of money, but the expenses of attending Parliament, attending Court, and meeting the people, caused them to incur these liabilities.

368. Had you anything to do with the pamphlet published by Warena?—Yes.

369. You remember he there protested against Kemp's actions in regard to No. 14?—Yes.

370. In answer to the question, “Was there any sign of disapproval or discontent on the part of the people when the land was sold,” you said, “No.” I direct your attention to what you said

in the Supreme Court. [Extract read.] Was not that to protest against the sale by Warena?—None of them ever said anything to me. It was because they stopped the surveyor, because they objected to the partition, to prevent Warena from getting his title.

372. *Kipa te Whatanui.*]—Where do you live?—At Rangitikei.

373. Have you not seen Hector McDonald living at Horowhenua?—Yes; I have often stayed there.

374. Did you not learn from Hector that he lived there in consequence of having leased the land from the natives?—Yes; I knew that.

375. From whom did he lease it?—I heard that he leased it from Te Whatanui. It was from Hokoio to Waiwiri—2,000 or 3,000 acres or more.

376. Was not the 1,200 acres a portion of the 3,000 or more leased to Hector McDonald?—Yes; that was in the lease.

377. When Hector ceased to remain on the part by the bush, do you not know that he then lived on the upper part, near the lake?—Yes; he shifted from the bush and went up inland.

378. Did he still go there on the strength of the lease given him by Te Whatanui?—That I could not say.

379. Did you not understand that Whatanui was an important chief of Muaupoko?—Yes; I have heard it mentioned very often that Te Whatanui was a large chief of Ngatiraukawa. He had saved Muaupoko, and taken them under his protection.

380. Do you know how many children Whatanui had, who lived on this land?—No; I only know one of Whatanui's sons; a man that was married at Rangitikei to a woman named Lydia. He was the last of the Whatanui I knew.

381. During the lifetime of Whatanui, did you ever hear of any disturbance on the land?—I could not say when he died. The first disturbance, as far as I can recollect, commenced about 1868 to 1870-71; whether he was alive then or not I do not know.

382. From the time of Whatanui to now, you knew the Ngatiraukawa lived on this land?—Yes; some of them live there still.

383. They have not acquiesced in the decision of the Court of 1873?—I understood that they were never satisfied.

384. Do you not know the descendants of Whatanui sent a petition to Parliament in 1890?—I heard so; I think you were there with a petition.

385. Was not that a petition to rehear the land?—I did not hear the purport of it.

386. Have you heard about the fights that took place on this land?—Yes; about the burning of the whares.

387. *Ropata Ranapiri.*] You have stated that the Ngatiraukawa had trouble with the Muaupoko in 1860?—I said after 1860.

388. When do you think the trouble ceased?—I could not say from memory; but I have not heard anything fresh about the trouble since about 1874 and 1875.

389. Did you not hear that Sir Donald McLean came down here to end the dispute between the Ngatiraukawa and Muaupoko?—Yes; and I am under the impression that was about 1874.

390. Do you not know that he and Kemp saw the Ngatiraukawa, and ended the dispute?—I have heard so, and I have not heard of any dispute since then.

391. You have seen the Ngatiraukawa living on the southern portion of this block?—Yes; I believe some of them are living there now.

392. Do you know that Kemp put a piece of land on one side for the Ngatiraukawa on this land?—Yes; I have often heard that this 1,200 acres was arranged for that purpose.

393. Have you heard of any other reserves given to Ngatiraukawa in this block?—There was another of 100 acres, but cannot say what date it was.

394. Do you know the hapu, or the men to whom that 100 acres was to be allotted?—I always understood it to be allotted to te Whatanni and his descendants.

395. Do you know of any trouble that occurred between Ngatiraukawa and Muaupoko since 1874 to the present time?—I cannot say; I would not say there was not.

396. But you know there was before 1874?—Yes.

397. *Mr. Stevens.*] On the occasion of the meeting at which Te Puke spoke, did he explain to the Court what took place. Just then there was some reference to the 8,000 acres offered to the people, and Te Puke was requested to make some statement in reference to that: what transpired?—I told Te Puke to ask Kemp when he intended to give No. 6 to the people, seeing that all the rest got No. 3. Kemp's answer was: "I thought you would leave that with me, inasmuch as I was giving you land here in No. 11."

ALEXANDER McDONALD examined.

398. *The Chairman.*] Will you give the history, as far as you can, of the various dealings with the Horowhenua Block, as far back as you can go from personal knowledge?—I have some knowledge of the proceedings in regard to the block as far back as 1849; but I cannot think that would have anything to do with this matter. I was present at the Court of 1873, but it was in connection with another block altogether. I had nothing to do with this except a general knowledge that there was a great case between the tribes of Ngatiraukawa, Ngatiawa, and Ngatitua, on the one hand, and the original tribes—Muaupoko, Rangitane, and Ngatiapa—on the other, over the whole district, commencing at Manawatu, down to the Kukutuaki Stream, near Waikanae, known as the Manawatu-Kukutuaki, meaning the Maukuku Block. The claim of the Ngatiapa and Ngatitua was to this district by conquest. Whether they proved it or not, I could not say: at all events, the Native Land Court followed its usual practice of providing for any persons of the original tribe who clung to the land and remained on it notwithstanding the incursion and overwhelming strength of the incoming tribes. They allotted this 52,000 acres to the Muaupoko; and another section, at Palmer-

ston, called Tuwhakatupua, to the Rangitane. I do not remember any other allotment made by that Court for the original tribes, except that in Manawatu-Kukutauaki No. 2. A number of Rangitane, better known as Ngatituwharetoa, were dealt with as the Ngatiraukawa, and put into these blocks along with the Ngatiraukawa. It was a large block containing 50,000 or 60,000 acres, and a certain number of these were put in with the Ngatiraukawa. But in the other case, Tuwhakatupua, was set apart—this for Muaupoko, and the other for Rangitane. That Court sat in 1873. I believe it began in 1872, but it did not adjudicate under the Act of 1873, and orders were made under the previous Act of 1867. Under the 17th section of that Act an order was made for the issue of a certificate to Kemp alone; and, in accordance with the law, a large number, which by some means, I see now is reduced to 143, but which I then thought was 152, were registered in the block. I do not know what the special grounds of complaint were; but I do know this: Kawana Hunia and, I believe, others of those registered persons made application to the Court to have a rehearing, or to have the title altered in some way; they were dissatisfied with the existing title. But the law did not give the Native Land Court adjudication to entertain claims by registered owners, and consequently nothing came of those claims. In the year 1886 the Manawatu Railway had been constructed, and passed across this block, as shown upon the plan. I had been in the employ of the company for some time previously, but had completed the work they had given me, and was specially employed on this occasion to try and get a title to the railway-line, containing about 76 acres of land. I represented to the company that, in the existing state of the title, it could not be done—that Kemp, as sole certificated owner, could not alienate any part of the land for a longer period than twenty-one years, which would not suit the company. The company decided to try by any means the law would allow to get the title, and I was authorized to negotiate for the title. I then learned that land-purchase officers of the Government had made some attempts to induce Kemp to apply for a partition of the block, which would have the effect, as provided by the Division Act of 1882, of constituting all these registered persons owners, and have the effect of doing away with then existing titles in order that new titles under the Act of 1880 and its amendments could be issued to all registered owners. I accordingly waited on Kemp at Wanganui, and asked him whether he would be willing to make application to the Court to partition the block, and I say that I entered with Kemp most fully into what the effect of this application would be on his then existing position as sole certificated owner of the block, and that, so far as I could see, he clearly understood that the mere application to the Court would have the effect of destroying his title, pending the issue of fresh titles to the land. Kemp declined to make the application until he had first interviewed the Government. I made some little preparations to enable him to do so; the circumstances being that he had been summoned to pay a small debt, and I deposited the small amount with the Sergeant of Police to enable Kemp to proceed to Wellington. We went to Wellington, and interviewed the Government together. Mr. Lewis, who was then Under-Secretary, asked Kemp to put any proposal he desired to make into writing, and Kemp did so through me. I wrote the proposal myself, at his dictation. The proposals were: that 4,000 acres in the centre of the block should be sold to the Government as a township; that the township should be called Taitoko; that there should be a garden in the township of 100 acres, which garden was to be vested, in the first instance, in Kemp and his Excellency the Governor, as trustees, until there should be a Mayor and Council for the town, and that the trusteeship should then be shifted from the Governor to the Council. There was to be a reserve of a few acres for a Courthouse, and another for a schoolhouse, and it was particularly specified that the school was to be for Maoris as well as Europeans. It was to be divided into sections in the usual way, and every tenth section was to be Crown-granted to members of the Muaupoko, to be nominated by Kemp. He said he had already divided the Muaupoko into five classes, and it wound up by saying that if the Government agreed to these proposals he would make application to partition the block. We waited upon Mr. Lewis with these proposals, and subsequently had interviews with the late Mr. Ballance in his office. In these proposals the price of the land per acre was left blank. It was proposed, in case the Government and Kemp could not agree to a price, that an arbitrator should be appointed by the Government and another by Kemp; but that was subsequently modified, both Kemp and Mr. Ballance agreeing to send the Surveyor-General forthwith to view the land, and Kemp agreed to abide by a price per acre to be fixed by the Surveyor-General. This being agreed to, we went back to Mr. Lewis's office, and informed him that Mr. Ballance had agreed to this, and that Kemp was prepared now to make the application. Mr. Lewis sent for a form of application, which was filled in, and was signed by Kemp. That is still on the files. The application for partition being thus put in, we waited for a sitting of the Court. But Kemp became extremely ill. I forgot to mention that, negotiations being completed, Kemp made me a present of—he said in his evidence—£20 or £25; my impression was that he gave me £50. I was then going to Auckland; at all events he gave me something. I went to Auckland on business, and was some time absent. When I returned, I found that Kemp had been taken dangerously ill. I went to Wanganui to see him, and found him apparently extremely ill. In consequence of his illness there was some delay in issuing the *Gazette*, and the Court was adjourned from time to time till Kemp was well enough—though still on crutches—to attend the Court, which was constituted to sit at Foxton. Two applications were made by myself to the Court at Foxton to adjourn the sittings to Palmerston, and to be allowed to take a tracing of the block from the Court plan. Mr. Wilson gave me permission to take the tracing, and informed me that he had already determined to remove to Palmerston; and the Court did adjourn there a few days afterwards, and began its sittings. I got my son-in-law, a surveyor, named Palmerston, whose wife happened to be away at the time, to place his house at the disposal of Kemp: there was an outbuilding which was used for a store there, and he placed that and other outbuildings at the disposal of the people, and they formed their camp there, Kemp and I living in the house. I then applied to the Court for an adjournment, expressing my full belief that, if an adjournment were granted now, that they had a

tracing, much of the work could be done by agreement outside. As the Commissioners are aware, there was power in the Act giving the Native Land Court jurisdiction to give effect to any agreement that was come to outside. The Court agreed to an adjournment, but stated to me that it would not be for any great length of time, but, so long as we could come and report occasionally that progress was being made, further adjournments would be granted. The meetings then began. I think all the gentlemen who are here, who know much about the Maoris, will agree with me that when I say that all the Muaupoko were present, it is the common way of speaking, but it does not mean that every single man and woman was there. It is the common way of expressing the thing. Well, the matter began. I asked Kemp for the railway-line. It then transpired—I had not heard it before—that there was a deed in existence by which Kemp either purported to transfer the railway-line to the company, or promised to do so when in an actual position to do so, and I sent to Wellington for that deed. The deed came up, and I recognized that it was in the handwriting of Sir Walter Buller. But there had been a most material alteration made in it—evidently subsequent to the execution of the deed. An interpolation in a different handwriting, in different ink—a totally different consideration, and not initialled in any way whatever. There was an Act in force then and now, called the Railway Construction Act, and in that Act there was a clause to this effect: that if any Native Land Court were satisfied that the Maoris had agreed to transfer any piece of land for railway purposes to a company, the Court was empowered to give a title direct to the company. I pointed out to Kemp that I could not produce the deed—that it was not only valueless, but a forgery; but I said, “Perhaps the Court will be satisfied if you go into the box and say you are willing to transfer the land.” It was left at that; then they went on with the division of the block. The next question was the 400 acres for a township. Kemp, as I have said, was at that time on crutches and only occasionally came to see the people, or they would come in to see him. There was a tracing hanging up in a conspicuous place, and whatever was assented to was put on the tracing for the people to see. I went to the Muaupoko, and I declare that, as fully as I was able, I explained to Muaupoko what I understood to be the law, namely, that every title to be issued by that Court under the then existing Act could not be anything less than a freehold title, without any outstanding equity whatever—a clear title to those persons in whose favour the order was made. I tried to explain this, and I believe it was perfectly well understood. I went fully into the particulars I have given with regard to the township, which were submitted to the Government, and I went further. In consequence of communication I had with Kemp, I stated to the Natives assembled not only that these tenth sections would be returned, but how great an advantage it would be to have this township in their midst, and that the money for the township would be available to pay all the internal subdivisional surveys of the block. I have heard it said that it was the then existing survey liens on the block that were to be paid. I did not understand it so. What I told the Natives was that, supposing the block was divided into sections, those subdivisions would be all paid for out of this money, so that each man and woman who got a section would get it free of charge. They unanimously agreed to the township. I then pointed out to them that it would be necessary to vest this 4,000 acres in somebody who could make a transfer to the Crown, and they unanimously chose Kemp as the person in whom the township was to be vested for the purpose of selling to the Crown on the conditions as stated. There was not, so far as I have heard, one word of dissent, except in one particular. It appeared there was a man of the name of Hoana Puihi, who had residence within the portion shown on the map as being the 4,000 acres which it was intended to sell, and he raised some question about his cultivations and house. But, as I understood it, he waived his objection in consideration of the great advantage it would be to them to have a township, and in consideration of the tenths to be returned to them, but I am instructed now to inform the Commission that he had a private arrangement with Kemp, touching his own house and cultivation, of which I knew nothing. I propose to call him, and he will tell his own story on that point. I say that, so far as I know, and so far as the public meeting was concerned, he waived his objection to the township, and it was unanimously agreed that it should be vested in Kemp, for the purpose I have said. I then pointed out these two blocks that had been settled, and put them on the tracing and left it up, so that anybody who did not happen to be at the meeting, if he came in later on and made objection, should know exactly what he was objecting to, and it could be considered. I then pointed out to the Muaupoko, and specially to Kemp, that the law would require that every person in this title, whether they were registered or certificated, must get something out of the block in his own name or in company with others, and that therefore it would be now necessary to classify the people and allot to everyone something. The classification was proceeded with, and it transpired, so far as I can recollect, that there were certain chiefs who had been admitted to the title, and it was decided to make a complimentary award to them, and I think it was 512 acres. It transpired, on going through the list and classifying them, that there was one man whom nobody knew; but it was at last suggested that his name was in twice and was in one case wrongly written. I said, “There is the name; we will give him a square foot up in the corner, to dispose of him.” It transpired that a number of persons had been omitted from the title of 1873 accidentally, and there was a great deal of discussion amongst them in preparing a list of those persons; it lasted at intervals for days and nights. At last a list was prepared purporting to be a list of those persons, and it contained forty-four names. Well, the list was left stuck up there; I do not remember that any person took charge of it. In Block No. 3 one class of owners, numbering 106 persons, were said to have very superior rights; to be of the first-class, and they were to get 105 acres each, and the block was calculated to give them 105 acres each, and it was distinctly explained to them that the award was really 100 acres, but there were five added to provide for road purposes. We thought the surveying of it was also provided for, so that each man or woman got 100 acres absolutely free. Then came the question of into what class were these forty-four persons to be put; and, so far as I could see, it was unanimously

agreed to, that they were of the first-class—that, had they been in the title, instead of having 105 acres, they should have had 150. Accordingly, I calculated up how much land was required to give them 105 acres each, and this block of 4,620 acres was set apart. Then the Ngatiraukawa appeared on the scene, stating that, as far back as 1874, or sometime, there was an agreement made between Kemp and the late Sir Donald McLean by which, as they said, 1,200 acres were to be given to a certain family of the Ngatiraukawa connected with the late Te Whatanui. I did not know anything about that at all until Mr. Lewis appeared, and he had the agreement with him. I then put this question to Muaupoko: I said, "In my opinion, this agreement of Kemp and McLean is quite *ultra vires*. The land was vested in Kemp, but the certificated owner had no power to alienate one acre of it, and it is of no value whatever as a legal document; but it is for you to say whether you desire to repudiate the document or to give effect to it." They were unanimous to give effect to it; they had all known more or less about it and were satisfied to give effect to it. The next question was, where they were to be located. I cannot tell what may have been working in the Muaupoko's minds, unless there was some outward indication of it; but I myself believe it was myself who selected No. 14, in fulfilment of this agreement, and I did so for certain reasons, only one of which I suppose is material to this Commission, and that was that, being at the bottom of the land and adjoining the Ngatiraukawa estate, it would not interfere in that position with any internal arrangements the Muaupoko desired to make with their land. There was a young man, named Nicholson, who was understood to be one of the persons to whom this land was to be given as having been related in some way to Whatanui, and he intimated that he would not accept that 1,200 acres in satisfaction of the claim. I thought he was very foolish, since, in my opinion, the Muaupoko were not obliged to provide any land at all; but he said he would not take it, and I must say the impression on my mind then was, that what he was aiming at was not getting any particular 1,200 acres, but getting the whole block recast in the Native Land Court, with a view to review the decision of 1873. I may have been wrong, but that was the suspicion in my mind. Therefore, I recommended strongly and urged on the Muaupoko to set apart another section—No. 9—adjoining the 100 acres that had been allotted to them in 1873, because I thought, "Well, the Ngatiraukawa, if limited to this section, may go to Parliament and say, 'This is not a fulfilment of the agreement; it is detached altogether from our land; why should we be put there'?" Therefore, I said it would be a judicious thing for the Muaupoko to lay off the other section, and the Muaupoko agreed to this and acted upon it, and I understood that every one agreed. Mr. Lewis, as I said, came up to Palmerston and acting, as I thought, in the interests of the Muaupoko, I represented to him that this agreement did not state to whom it was to be given, and therefore the Muaupoko could not possibly know who had or had not authority to accept or reject any particular 1,200 acres in respect of the agreement, and urged upon him to make a choice in order to leave the other section open for disposal by the Muaupoko; but he declined to take the responsibility of making a choice, and therefore when we had to go to Court to get all the subdivisions confirmed, there did not appear to be any alternative. My recollection was, that No. 14 was kept open till the last, and was last disposed of by the Court, in the hope that somebody would say, "We will take No. 9 in satisfaction of this agreement, and that then some disposition could be made of No. 14." But, as no choice was made till the Court was ready to go, it did not appear to me that there was any alternative than to make both sections in Kemp's name, for the purpose of fulfilling, by the cession of one of them, this agreement. I take great blame to myself that I did not take any further precaution in the matter, but I had not at that time any right to doubt Kemp's *bona fides*—and, perhaps, have not now. The Muaupoko did not distrust him, and I had no reason to do so. I have not mentioned the 800 acres which was given to Kemp to pay off a debt incurred about some work at the Wanganui River. Including this 800 acres given to Kemp, every soul in the title got some piece or other of land. Provision had been made for the Ngatiraukawa claim, so far as I knew then, and provision had also been made for those omitted persons, so that, as far as the law was concerned, no further claim could be made on the Muaupoko from anywhere. Then, there was the question of the section for the railway and No. 11. Whatever may have been in the Muaupoko's mind at the time, I am in my own mind quite clear about it that everybody in the title got a piece of land; but there were a number of residents on the block, and I considered that, as a matter of course, any Native Land Court would provide that they should get a location around the spot actually occupied by them. But I thought, if they go into the Native Land Court to try and divide Block 11, it would bring the whole 143 people in again, and I considered that a large part of Block No. 11 had not been occupied by these residents; that it had been under lease for many years—part forest and part swamp; and there was the lake, and I thought they would have great difficulty in establishing a right to any part of No. 11, excepting just that spot which each occupied as against the other owners in the title; and therefore I considered they would be acting in a most judicious manner in leaving it in the hands of Kemp. And I was of opinion that most of the Muaupoko present—by far the greater majority, as I thought—were in favour of giving it to Kemp on the understanding that it was to be an absolute title to him, and that they trusted to him to reconvey to them what would be right and just. I do not think I should advise the same thing again; but I did so then, and I did it in the full faith that this man, who had been the certificated owner for so many years, would see right done. I forgot to mention—I think it must have been before Block 11—the question of the mountain part came into the matter. There was a long discussion about it, and, at last, was personally between Wirihana and the Muaupoko, and he agreed to hand it over to Ihaia Taueki. It so happened that at the moment he was expressing his consent to hand it over to Ihaia, Kemp and I came into the barn, and heard him; and I remember what Kemp said, "There, listen to what your grandson says; he is giving you the land." At all events, it was allotted to him; they say now, as a trustee, but I did not hear anything of that. Coming back to No. 11, the proposal was to vest it in Kemp, and the only objector was Wirihana Hunia; he would

not agree, and there was much discussion about who should be put on to the block. Wirihana said his brother was the only one who had children, and he wanted him put in. There was nothing like an unanimous agreement about putting in the two names, nor about allowing it to go in the name of one; but I thought a large majority was in favour of investing it in Kemp alone, so I determined to see what they would do in Court. I cannot remember exactly the order of proceedings in Court. I know we went into Court and got some orders. Then either the Assessor died or his wife died, and we had to wait for a new Assessor, and, after waiting for him, the Court must go over the whole thing again; and they did go over it again, so I cannot recollect the order in which these orders were made. The tracing that was put before the Court as the voluntary partition by the Muaupoko themselves was what you see there, with one exception, and that is the 800 acres. My full belief is that the tracing that was submitted to the Court showed the 800 acres all together on the southern side of the railway; that is my strong impression. As the Commissioners are aware, the proceedings in a partition Court are these: that a rough tracing is made, and titles are not issued till the survey has been made, when they are put in by the Court. This was a carefully scaled drawing; but it was only a tracing, and when the actual survey of the partitions came in, that was what it appeared to be. With this exception, the tracing put into Court showed the partitions quite as correctly as this does. I have said a difference arose between myself and Kemp about the railway. If it is of any use, I will state what it was. I have said that the agreement sent up to me had been tampered with, and a new consideration put in, and it was of no value. I asked Kemp to allow me to put him into the box and give oral evidence to the Judge so that the Judge would, on that evidence, make the order for freehold tenure, as provided by the Act. As I understood, Kemp agreed to do this, but when I put him in the box, to my horror, he said he had signed an agreement, and he said I had it. I told the Judge I had an agreement that was no good. I produced it, and the Judge was going to commit me for forgery, as if I had done it. I explained to the Judge that I had nothing to do with it till it was sent up, and that I could not, and did not, propose to use it. The alteration was this: Dr. Buller had put into his deed that the consideration was fifteen fully paid-up shares, but it appeared afterwards that the company could not issue fully paid-up shares, so they altered it into seventy-six shares, with £1 paid up, which would leave him liable to a further call on them. Kemp thoroughly understood all this. He went into a long story how he had been induced to take shares, and that I and the company had tried to have him in some way with those shares. I do not know who altered the deed, and I thought Kemp was justified in making an objection, but what I wanted him to do was, to say he was satisfied to transfer to the railway for fifteen fully paid-up shares. However, I believe the company have in some way since issued them. That was the difference between myself and Kemp, and we had a most foolish quarrel. I called him everything I could lay my tongue to when I got outside, as having allowed me to go into Court as if he was not going to say anything. However, we each had our blow-out, and there is an end of it. To show that there was no ill-feeling when the partition was completed and the Court rose to go, Kemp offered me two ten-pound notes, in recognition of my assistance to himself and his people, which I declined to take, as I was being paid by the railway company; but he thrust them into my pocket, and, of course, I took them and spent them, and was very glad to have them, too. I regarded it as a recognition by Kemp at that time that he believed I had, as I believed I had, given him valuable assistance in making the partition. That is all that I can remember about the partition in 1886. Not long after that, a very short time after, I met Kemp in Wellington, and I urged upon Kemp to make allotments to those people that were resident on the land. "If you do not," I said, "you will have trouble. Why do you not? There is plenty of money coming out of the township to pay for surveys. Why not send a surveyor and survey the sections? Warena Hunia, who stands in the relation of a son to you, will no doubt agree to anything you suggest," and urged upon him, with all my power, to get these allotments made right away. He said, "Time enough he was a chief; let them wait." At any rate, it was never done, and I believe I never, between 1886 and 1890, met Kemp without urging this on him. That is all I can recollect up to 1890; the only thing I saw was the *Gazette* to partition Block 11. I went over to Palmerston to attend the Court, as I always did, and I learned a great deal. I learned that the applications before the Court as to Block 11 were really three—one by Warena, one by Kemp, and a reference from the Supreme Court; and, upon inquiry, I learned this reference from the Supreme Court was a reference to ascertain the relative interests of those parties with a view to the allotment of rent. I was not at that time, as I say, in Donald Fraser's employ. I was very friendly with Kemp, and had a long, friendly talk with him on the matter, and expressed my great regret at falling out in this way, and I said to Kemp, "If this was your old friend and relative, Kawana, what would you do? I presume you would talk it over—settle it in some way. Well," I said, "you are the elder, and any proposition should come from you, and if it is reasonable at all you will be supported by anyone who knows about it in any reasonable proposition you make." He authorised me to offer him 1,000 acres. I made the offer to Donald Fraser, and he referred it to Warena. There ensued several negotiations, lasting over several days. In the meantime, while the negotiations were going on, there were also applications in the partition from altogether 106 persons, and, although a number were to get 105 acres each, those acres had not been allocated. I heard, I think, about two or three proposals made. I was present when either Warena Hunia or Donald Fraser proposed to take the list, and let Kemp select one man and Warena another, and interchange any who might wish. That was one proposal. There was another proposal, that Kemp should take so much and Warena so much, and leave so much for the tribe. I think that proposal originally came from Karena te Mana o tawhaki, who was present, as was also Hone Taipua; but all these negotiations proceeded on the basis of the absolute power of these two men to make whatever disposition of the block they might think proper. They all fell through, I thought, simply because Kemp was not unnaturally angry and wrath at being bearded in this way by a young man, who was a mere child, and that it was downright jealousy and anger that prevented the negotiations coming

to anything. However, they came to nothing, and we went into Court; and then it was that I was employed by Fraser to interpret the proceedings or anything else for the solicitor employed for Warena—Mr. Barnicoat. Of course, that at once put me in a position on the opposite side to Kemp, but I was offered employment, and of course I took it; but beyond that, and beyond that, as I hope I honestly did my duty, as interpreter I had no interest in the matter. There were great arguments in the Court before Judge Trimble. After these negotiations had failed, for the first time I heard the question of trust raised in the Court, and there were tremendous arguments about it, and Judge Trimble decided he could not take the question of trust into consideration, and he sent out valuers and made a valuation. I understood from Judge Trimble at the time that these valuations were not made upon the applications either of Kemp or Warena, but for the purposes of the reference by the Supreme Court. I understood that was the reason why he thought it necessary to send out expert valuers. At any rate, they were sent out, and the valuations brought into Court. With all this I had nothing to do; my business being simply to interpret the proceedings, and I did so.

399. *The Chairman.*] You have not told us how Warena Hunia's name came to be in the certificate of title together with Kemp's in No. 11 only?—I thought I said there were great discussions. It was proposed by a very considerable majority of the Muaupoko, that Kemp's name alone should be in. Wirihana began to raise a discussion, and insisted that his brother's name should be put in instead of his own, because his brother had children, and I remember a great many of Wirihana's arguments, "Where am I to get my land? If I do not get it here, where am I to get it?" It has been stated in the Supreme Court, and here, there, and everywhere, that it was never discussed at all; that somebody handed me a bit of paper in Court. When application was made for an order in favour of Kemp alone for Block 11, the usual question was asked, "Is there any objection?" Wirihana said, "I object." It has been stated over and over again that this was the first the Muaupoko had heard of any proposal to put Warena into the title, and that I handed a bit of paper to Kemp. I do not think the Commissioners can think that credible; that, if it had never been mentioned before, the Court were going to agree so speedily. The thing had been discussed *ad nauseam* outside, but had not been agreed to. The majority, it seems to me, was so large that they ventured to make the application, thinking that the objection would be removed; but it was not so, and they went into an adjoining room and discussed the matter, and agreed to put in the name Warena with Kemp.

400. Where is the Aorangi Block?—Beyond Palmerston, near Feilding.

401. *Sir W. Buller.*]—Are you perfectly certain you are stating the facts correctly, or are you not trusting to a somewhat defective memory?—No; this thing has been so drilled into me that this is about the twentieth time I have given evidence, and I think the evidence I have given has been always the same.

402. I will call your attention to the evidence you gave in the Supreme Court. In reply to a question, you say: "I find great difficulty in distinguishing what took place in my mind and what has taken place since. I find great difficulty in doing so, and what I have heard since." May not these facts which you have stated as facts within your own knowledge be what you have heard, and have become thoroughly engrained in your mind as though they were facts?—I do not think I have stated anything but what I know to be fact.

403. You admit that your memory is defective?—Not that I know of.

404. Why did you state that in the Supreme Court?—What I understand I said is this: that I cannot recollect some circumstances as to whether they occurred before or after a certain point of time, but I can trust my memory as to what I said and did myself.

405. The question put by Mr. Edwards is this: "Now, at the discussion about No. 11?—Which, there were so many. You say there was an objection to Warena's name?—A number of names were mentioned to be put in. Did you know No. 11 at that time?—I had been in it. I had been to the lake. I knew a few Muaupoko were now living there. Was the tribe living there?—I do not know what you mean by the tribe; a few were living there. I say the 146 were not there, and a great many of the 106 were not resident there. The few who resided there resided about the lake, about eight or nine families. There may be more."—I cannot endorse a report of that sort; the Judge is fallible, like other people. Some circumstances which have occurred have been so dinned and drilled into me that I cannot say whether they occurred at a particular time or whether I have heard of them since. But I have no doubt at all as to what I said and did myself. I should not like to say what I did or did not hear the Natives say.

406. You admit there was a discussion in the barn before you came into Court as to what names should be put in?—Yes; those discussions took place over a considerable period of time.

407. You admit those names were proposed by the tribe?—Yes.

408. And, in the end, you understood that all had agreed that the title should go in the name of Kemp alone, and you made application accordingly?—I said, according to my observation, most of them did agree.

409. The majority was such that you felt justified in going into Court, and asking that the order should be made in Kemp's name alone?—Yes.

410. Was it in your mind that the effect would be to give the whole of this block absolutely to Kemp to do what he liked with?—Yes; that was my belief. I believed the effect of the order would be to vest the land in Kemp, or any one who was put in, absolutely. If they had been scoundrels they could have disposed of the land and robbed the people.

411. You believed that the majority in naming Kemp intended to give him the land absolutely in this way?—Yes; absolutely beyond their own control.

412. Then you made the application in the Court: the Court was acting in an executive capacity as regards the voluntary agreements come to out of doors, if satisfied that there was no objection?—Yes.

413.—And I take it, you applied to the Court for a certificate in favour of Kemp for the whole of this 15,000 acres, on the ground that there was a voluntary agreement among all the owners that he should have it?—Yes.

414. Whereupon an objection was made in Court by Wirihana?—Yes.

415. You remember the retirement from the Court into a private room: on whose motion was that—on that of the Court or of the Natives?—My belief is that the idea came from the Court originally, and that we adopted it.

416. Can you be sure now whether you were or not in the side-room?—Well, one cannot be absolutely certain to anything.

417.—You remember saying you were not in the room before the Native Affairs Committee?—No; I believe I did not go into the room with the parties, but I went in while they were there; that I went into the room I am perfectly positive.

418. Are you prepared to contradict what Kemp stated took place in that room?—What did he say?

419. I will read the evidence: “Major Kemp (by Edwards): I am chief of the Muaupoko Tribe, and this tribe, too, the Wanganui Tribe. You are the person in the certificate of title of Horowhenua?—Yes; I remember the subdivision, in 1886, at Palmerston North, by the Native Land Court; I was my *Gazette*. Were you present?—I was ill. As soon as I was well, I came. It was adjourned, because of my illness. Were you there on the 25th November, 1886?—Yes; a number of subdivisions were made that day?—Yes; 105 acres for each man of the tribe, and some acres for some others. It was an arrangement amongst the whole tribe. Where made?—At our settlement at Palmerston—some in their own houses, some in a barn. It was not a settlement. I stayed at a private house; the tribe were in the barn. Who were present at the arrangement?—The tribe; they settled what each should have—all of them. That does not mean all the tribe?—All that were there. There were not many absent. The portions of the block near the bush were settled. Wirihana Hunia was there; not Warena. Wirihana is chief of the Ngatiawa Tribe. As to the portion near the bush, what took place at the meeting?—It was arranged outside, and then taken into Court. The portions towards the bush were divided—all the numbers. Mr. Palmerston cut it up on the map. This was as to the land on the other side of the railway?—Yes. That was taken into Court and confirmed. Anything about No. 11?—That was the last that was decided; that was left till the other subdivisions had been made.” [Witness: I do not admit that.] “On what part of the block did the Muaupoko live?—On No. 11, alongside the lake, from their ancestors down to the present day. How long resided there the tribe?—The settlements were there from their ancestors, I know, down to the present time. Have they their whares?—What tribe would live outside? They have permanent whares there; there are fortified pas there too. You could see the heaps of shells handed down from past generations; the other portion the birds and the rats occupied. They, in the certificate, each got a piece of land in the other part of the block?—Yes; and I myself cut off a piece from them, who were forgotten; two pieces left for me to do what I liked with—one for descendants from Whatanui, the other for those who were forgotten. They each got a piece outside where they resided. What kind?—Bush land, where they used to catch birds. When they came to No. 11, what was done?—That was cut off, and it was left, and the tribe selected people to go in it.” [Witness: I do not agree with that.] “Was there anything said about it at the meeting?—Yes; as to the two blocks—one of 13,000, and this of 15,000 acres. What was said as to No. 11?—The tribe settled that I should be in No. 11? In my opinion, a majority of the tribe, but at any rate a sufficient number to warrant my going into Court and asking for it in his name, with the voluntary consent of all. When it was settled that I was to go in, it was taken to Court; when we got into Court Alexander McDonald gave me the name on a piece of paper. Then Raniera and others thought it was Wirihana, and they said they were not agreeable that it should be put in. When application was called as to No. 11, was anything said or done in Court?—Yes; then the piece of paper put in front of me; that caused trouble; I suggested that we should go to the back. When the block was called on, was there anything said in Court?—When I got to the back—another room than the Court—I said to Raniera and the others, ‘Let Warena be in; he is only a young fellow; let him be in as a companion to me.’ They said, ‘Very well; that is your reason.’ Then we all came back into Court; a good number had been left there; we were not five minutes outside. When we got in, I stood up to address the Court. I stood by the side of the table, and spoke to my tribe in the presence of the Court sitting. I said, ‘Formerly all your heads were under my hands, pressing you down; but on this day your heads have been lifted up; you have all got lands for yourselves; but, if any of you release any of the land you have got, you shall not have any of the land in this other part; but, if any man man keeps his land, then he can have a piece in this—a share in this other piece.’ I was saying this to let the tribe know they had occupation rights. The other parts had been cut off for other people, but this was to be kept for those who had occupation rights on Horowhenua. I addressed them for a long time. Then I stopped, and addressed the Court. I said, ‘This land Warena and I are to be in,’ and I said, ‘Let it be clear—if a man holds his land in the one block, he is not to have land in this block.’ I wished it to be known that the people had rights in this block; that the land was for the tribe—not for us two only. It was after this that trouble came, through the knowledge of the Europeans that it was said it was for us two only.” [Witness: May I point out what appeared a most curious inconsistency in Kemp’s evidence on this point? According to the evidence just read, it was I who applied for an order for No. 11, and Sir Walter Buller says that was the last block applied for. Yet, in his evidence before the Commission, Kemp swore that, having quarrelled with me about the railway, I had nothing to do with the matter at all. I entirely agree with that portion which says that Kemp distinctly told the people, both outside and inside the Court, that if they sold the shares they got in No. 3 they would get nothing in No. 11.]

420. Substantially what I have read is right?—Yes; it is about right, subject to a few corrections.

421. "What was said about No. 11 out of Court?—The tribe decided that I should be caretaker of this land, and for the people. It was decided that Ihaiia should be in one block, 13,000. He was to be caretaker of that, and I was appointed a caretaker of this. They said no more. Was anything said in Court about why the land should be in the name of the two?—There was no addressing the Court in 1873, nor then. I was addressing the Court. I merely said to the Court that I and Warena were to go into this block, and we would take care of this block. I am sure I said this to the Court. Is it not in the Court books? I said to the Court: I laid it down that I and Warena were caretakers of this land—*kai-tiaki*." Is that correct?—With regard to the word "caretaker," I say, as positively as it is possible for anybody to say anything, the word *kaitiaki* was never once used in my hearing, nor, as I believe, was it in the mind of anyone present at those meetings that they were to be *kaitiakis*, and I submit it is a cruel and wrong thing to say it, because it would have been my imperative duty, as licensed interpreter and agent of the Court, to tell the Court that such was in the minds of the people. To say that I concealed it from the Court is not right. I say that word is wrong; there was no such word used.

422. Then, it is followed up by this question: "The question is, not what you had in your mind, but what you said to the Court?—I did say so. I said Te Warena and I have been appointed to be guardians of the block, and I then sat down." Do you dissent from that?—I do.

423. Then, about the tracing, do you remember making this statement in Court: "We went to the Court to get the arrangement confirmed by the Court. It is always a very difficult thing to know when a Maori has agreed to anything finally. I went into the Court and made the application for the different blocks, as I understood they were agreed to, including No. 11"?—Yes. Then you went on: "I cannot remember the order in which the various applications were made. With regard to No. 11, it was just doubtful whether the people had agreed to the names of Warena and Kemp or not. I know Kemp had not agreed to the insertion of Warena's name. I know he had not agreed. I do not say he had expressed dissent. Silence means dissent, with Maoris. On my way to the Court when No. 11 was applied for, I met Wirihana Hunia, and he asked me if I was going to apply for that block in the joint names of Major Kemp and Warena. I said, you will hear my application when it is made in Court. I went into the Court and applied for the certificate for Kemp alone for No. 11. In the usual course, the Court asked if there were any objectors. Wirihana got up in the body of the Court and objected. There was the usual bustling and talking, and the Court suggested a short adjournment, to see if the parties could agree. They did adjourn to a room adjoining, and after a few minutes I went to that room and found that the parties had agreed to the insertion of Warena's name, and application to be amended." You adhere still to that statement?—I do.

424. You say you do not remember in what order the allotments were dealt with by the Court?—I do not; I think the town was first.

425. If the minute-book says that Allotment 9 was dealt with before 14, you will accept that record?—I am certain it was.

426. Do you know at what period Mr. Lewis arrived on the scene?—He was there before we went into Court, while the discussions were going on over the voluntary arrangements.

427. He took a very active part in the matter, on behalf of the decendants of Whatanui?—Yes.

428. "Somewhere about this time Mr. Lewis, the Under-Sectary arrived at Palmerston. He took a very active part in the matter, on behalf of the decendants of Whatanui (Ngatiraukawa). It was alleged that a long time ago, after the Court of 1873, Sir Donald McLean and Kemp, agreed to give 1,200 acres to the Ngatiraukawa, in addition to the 180 acres awarded to them by the Native Land Court in 1873. Kemp fully admitted that he had promised the 1,200 acres to the 100 acres, and a piece of 1,200 acres was marked off on No. 1 tracing for the purpose; but it transpired through Mr. Lewis, that they did not want the 1,200 acres marked on the tracing; that they were not satisfied with it; and, after a great discussion, it was ultimately agreed to give them 1,200 adjoining or surrounding the 100 acres which was on the western side of the boundary." It was ultimately agreed to put another 1,200 acres on to the tracing we were working with, but we could not give it them.

429. You go on to say, speaking of the first 1,200 acres, "that was transferred to No. 1 tracing, and then arose a discussion as to who of the Ngatiraukawa were to be included"?—That is quite true; we waited to see if anybody would say, "We will take that."

430. This is the evidence you gave in the Supreme Court at Wanganui?—Yes; at least, it is there. I have not seen the minutes of the Court of 1886 since they were written; but anything that appears in the minute-book of the Native Land Court I accept.

431. You say you understood that these two allotments were both vested in Kemp as alternative blocks for the decendants of Te Whatanui; and, if they accepted the 1,200 acres adjoining the 100 acres, Kemp was under an obligation to hand the other 1,200 acres back to the tribe?—Under moral obligation only.

432. You say that, for a considerable period of time, you were in friendly communication with Kemp, and that every time you met him you urged him to do something for the tribe: down to what time?—Down to 1890.

433. When you took up the other side?—I did not take up the other side; I took a position as interpreter, which he considered taking up the other side, and our relations have never been friendly since.

434. Was he not always prepared to put the tribe right, if he could do so in his own way? Did he ever deny that he regarded himself as guardian or caretaker as regards No. 11?—He never gave me any indication but that he considered himself to be the absolute owner, not only of his own part, but of Warena's too—not only in regard to Block 11, but the whole ground.

435. On every occasion you met you urged on him his duty to make provision for the tribe?—I did.

436. Did you urge on him the duty of transferring the 1,200 acres at Papaitonga to the tribe?—No.

437. If it was your impression that there was a breach of trust, why did you not urge on him that there was a breach of duty there?—Because up to the present moment I do not know that the Ngatiraukawa has selected No. 9. I could not ask him to do anything with regard to No. 14 when the Ngatiraukawa may be electing to take it.

438. You were quite familiar with the transactions at the Court of 1890?—Certainly I was; I was interpreting for Mr. Barnicoat.

439. Were you there when, under a reference from the Governor, under the 57th section of the Act of 1886, vesting adjudication in the Court, they ascertained who were the descendants of Whatanui who were entitled to an order?—I do not remember.

440. You say you heard casually that such a reference had been made, and the matter settled by the Court?—No; I went to the Court casually, and there was a case proceeding between two persons, but I did not know what was before the Court. There was a case between two persons, one being represented by Mr. Morrison, and the other by Mr. Baldwin; but what the case was or how it came there, I did not know.

442. You know it was a claim from the descendants of Te Watanui to a share in the block?—Yes.

443. Was that consistent with what you said that when you read my pamphlet you did not know that the thing had been settled?—The thing is not settled now, that I know of.

444. You mean that as long as there is no ultimate settlement the thing is open?—I had not been aware that there was any question about No. 9.

445. But you were aware then?—Yes.

446. How long before you saw my pamphlet?—About a month.

447. You did not say a word on the subject of No. 14 in the Supreme Court?—I was not asked anything about it. I answered the questions put to me about No. 11.

448. You said, "Mr. Lewis took a very active part in this matter, on behalf of the descendants of Te Whatanui." It was alleged that a long time ago, after the Court of 1873, Sir Donald McLean and Kemp agreed to give 100 acres: was not that a statement?—That was all before I heard of the business at Otaki.

449. That was a settlement?—I distinctly deny that I knew about a settlement. I understood that it was simply alternative. I urged upon Mr. Lewis to make a choice, but he would not do it.

450. Have you been in friendly communication with the members of the Muaupoko during the period from the subdivision of the block in 1886?—I have been quite friendly, but not in any communication with them.

451. Have you ever discussed this matter of No. 14 with any member?—Never.

452. You have been in friendly communication with me?—Yes, and hope to continue so.

453. Have you ever, directly or indirectly, said to me a word about the land I leased from Kemp being trust property?—Not to you, except within the last few days.

454. You had heard of my having leased a block in No. 9?—I did, by rumour.

455. You knew I was in possession?—I was told you were not occupying that particular section; that you were occupying land bought from Ngatiraukawa.

456. You never made any communication to me, suggesting that it was a trust?—No.

457. You remember giving evidence before a parliamentary Committee, in 1892, about this matter?—I do not remember the year.

458. You remember that I claimed, on behalf of the whole Muaupoko, this block?—Yes; I do not remember anything about my evidence.

459. You remember you did not say a word about Kemp having kept No. 14, when he ought to have given it back to the tribe?—I did not think so then; I did not think it was settled then whether it belonged to Ngatiraukawa or not. I thought he was holding it still for the Ngatiraukawa if they chose to accept it.

460. Are you the author of a letter which appeared in the *Manawatu Farmer* on the 4th March, headed, "A true History of the Horowhenua Block"?—I am.

461. Do you think it was a proper thing to publish such a letter within two days of the sitting of the Commission? Was it not a flagrant breach of the well-recognised rule that matters *sub judice* should not be commented on?—I do not think it was right.

462. Is it not a fact that you were requested by the Government to publish that letter?—No.

463. Were you not requested by someone on behalf of the Government?—No.

464. Is it not a fact that a type-written copy of the letter was sent to you before it was published?—Yes.

465. Were you not moved by some one to publish the letter?—No.

466. You were not asked to publish it?—I may have been asked to publish it. I was away from home, and when I came home I found a copy of Sir Walter Buller's pamphlet. I had seen the report of what took place in Parliament in *Hansard*, and of that I did not mean to take any notice whatever; but I came home and I found this pamphlet, and my immediate neighbours reading it, and coming to ask me questions about it. I at once wrote to Sir Walter Buller that I would take the first opportunity of contradicting it in several important particulars, and received a reply from him that all he wanted was to get the facts out. Under the circumstances of the case, I thought it rather mean of me to write anything about Sir Walter Buller at the time; and I consulted my family, and they all agreed that it would not be right for me to meddle with the question then agitating the public mind, and I compromised with my own family and addressed a letter to Mr. J. G. Wilson. I wrote the letter addressed to Mr. Wilson, and took it to him and read it to him—that is, the letter that has been published. I had seen by the Act that there was going to be a Commission, but that was all I knew of it. Mr. Wilson asked me what I proposed

to do with it, and I said, "I am going to publish it, unless you have any objection with your name to it." He said he would rather not have it addressed to him. I subsequently showed it to Mr. O'Hara Smith, and he said he would make a type-written copy of it. He did so, and sent it to me. I signed it, and had it published. I wrote it for the purpose of publishing it.

467. You communicated with me, and I replied I only wanted to get the facts: did I not say in my letter that there would be a Royal Commission shortly, and that would give you an opportunity of bringing everything out?—You did; but I was not going to depend on any Royal Commission to do me justice.

468. Is it not a fact, when you showed the letter to Wilson, he refused to give it back, and said he would send it to Mr. McKenzie?—He did not.

469. Did he say he would take it to Mr. McKenzie?—He asked me to take it to him. The exact words he said to me were, that he would think over it; and he considered that the information in it, as a history of the block, was so valuable that it should be placed at the disposal of the Government.

470. Did you read it to Mr. McKenzie?—No.

471. Did you hand it to him?—No.

472. Did you hand it to anyone on his behalf?—I gave it to Mr. O'Hara Smith. I was very much flattered that Mr. Wilson thought it a concise and proper history of this block, of which he had heard so much, but in which he was not previously personally interested, and he considered that documents throwing light on the question should be placed at the disposal of the Minister of Lands. I accordingly took it to Wellington, but the Minister had gone to Invercargill.

473. Did you leave it with Mr. O'Hara Smith for his perusal?—No; he was good enough to say that he would make a type-written copy, and he did so.

474. Did Mr. O'Hara Smith tell you he was instructed by the Government to reply to Sir Walter Buller, and would like to quote from your letter?—He told me he was compiling a pamphlet in reference to you.

475. Did not he say he wanted to take extracts from your letter, and, having read the letter, did he not say he would rather have the letter published in full, and would like to borrow it as a whole?—He said, if the letter appeared in any paper he would prefer to take extracts from it for his pamphlet from the paper.

476. And you published the letter in the *Farmer*?—Yes.

477. Was that not two days before the Commission sat?—I do not know; it was a few days before. The date on the letter was not the date I wrote it.

478. Do you think it was a fair thing to transgress the well-recognised rule as to not commenting on matters *sub judice*?—I do not think it was proper to publish the letter at that time, and if I had known as much about the Royal Commission as I know now, I would not have done so. But I would have published it some time or other.

479. You admit I wrote to you, saying that I wanted to get all the facts and the truth, but that you would have an opportunity before the Royal Commission?—I would not accept your opportunity; I wanted to make one myself.

480. *The Chairman.*] Why did you see Mr. O'Hara Smith?—It was this way: Mr. Wilson said the letter ought to be placed at the disposal of the Minister, and asked me to take it to him and read it to him, and I went to Wellington for that purpose. The Minister was away, and I said nothing to any one. I came back to Otaki, as I had some business in the Native Land Court there, which engaged me till Wednesday or Thursday. I finished my business, and was going back home on Friday, when I received some letters readdressed to me at Otaki. Amongst these was one from Mr. Wilson, to say that he had received a private note from Mr. McKenzie, the substance of which was that he would be much obliged if he would take the letter and read it to Mr. O'Hara Smith. Who he was I did not know. There were also a whole sheaf of telegrams, some to Mr. Wilson and one to myself, asking Mr. Wilson to induce me to come down; so I went down and read the letter to Mr. O'Hara Smith.

481. *Sir W. Buller.*] You speak of the letter as being a reply to my pamphlet, of which you had received a copy: was not that pamphlet a mere reprint of the speech and my examination at the Bar of the House?—Yes.

482. That speech was made before the Horowhenua Block Bill was passed?—I had read the proceedings in Parliament in *Hansard*, and, only for the pamphlet, would not have taken notice of them.

483. The pamphlet was a mere reprint of the official record?—So far as it went, yes.

484. You impugn some of my statements in what you call my pamphlet: is it not a fact these statements are the statements put forward in the petition of Kemp, which was drawn up by me under instructions?—Chiefly.

485. Almost entirely?—Yes; I believe it was all in that petition. But a general inference was drawn throughout the thing that I considered was very detrimental to me, considering the part I took.

486. That petition was, on the face of it, the petition of Kemp, and the result of instructions from my client: that you admit?—Yes.

487. If I state it as a fact, will you deny that, at the time of the presentation of that petition in 1889, you received from me a printed copy in pamphlet form?—I have not the slightest doubt I did.

488. There was no concealment about it?—No.

489. *Mr. Morrison.*] Do you remember who was actively moving in Palmerston in 1886 on behalf of the descendants of Te Whatanui?—There were several, but the only one I distinctly recollect is Neville Nicholson.

490. He appeared to be the most prominent?—He did to me; I think he tried to say something in Court, because his name was not in the certificate.

491. Did Kemp say anything to you explaining why, seeing that the agreement in the first instance offered 1,300 acres only, 1,200 were cut off?—Before Lewis came up with the agreement, Kemp stated the fact that there had been an agreement, and that it was 1,200 acres. It was not until the document itself came up that we saw it was 1,300. Then the explanation was, that it was to be 1,300, including the 100 acres allotted by the Court.

492. Was that Kemp's explanation?—Yes.

493. *Mr. Stevens.*] Supposing Kawana Hunia were alive at present, which of the two would, in your opinion, be looked upon by the Muaupoko as the leader?—It is very difficult to say. Maori chieftainship is not a permanent thing that stands for ever; a man may be a great chief one day, and lose all his prestige and power the next. But it appears in the evidence given in the Native Land Court, in 1873, that Kawana Hunia was undoubtedly a man of very high rank indeed among the Muaupoko, and was mainly instrumental in keeping the Muaupoko independent to any extent at all. But in the Court of 1890, the thing was very different. Kemp said that Kawana, who was then dead, was nobody; but it did appear in the evidence given in 1890, that Kawana's father had an uncle, who was an extremely remarkable man; it also appeared that Kemp's father was a remarkable man, and a warrior. But there was this difference: that Tanguru, Kemp's father, who, by everybody's account, was a first-class warrior, nevertheless, under stress of circumstances then existing, left the country and went to Wanganui; whereas, this uncle, who took, as it were, the part of Rob Roy, or people of that kind, took to the hills and stayed there, and clung to the land, in spite of everything. He did cling to the land, and kept the country in hot water till Kawana Hunia came, and, almost by force, took him away to Parawanui, to try and keep the peace. He was one of those determined men that would not give in, and would not be quiet or do anything. He killed a man when he could, and when he could not, he killed their pigs, and kept in hot water. I should say, as far as mere rank went, these two men, Kawana's father's uncle and Tanguru, Kemp's father, were very much of a stamp. The latter distinguished himself greatly in wars, in different places, but did not hang on to the land, and therefore, if I were the Judge, I should give the fellow who hung on to the land the preference—but on that account only.

494. *The Chairman.*] There was not much to pick and choose between them, so far as their general standing in the tribe was concerned?—No; according to the evidence, neither of them was the chief. So far as rank was concerned, there was a man above both of them.

495. Who was that?—Well, there is a dispute; but it seemed that there were two men's, both above these two. The actual chief who resided here was Taueki; but it is alleged that the chief who made the general peace at Karekare was a man called Taiwherua. Taueki was a peaceable, politic man, who was able to hold his tongue and be quiet.

496. *Mr. Stevens.*] What relation was Taueki to Kawana Hunia?—I do not know.

497. With regard to occupation, which of these two equal chiefs did most towards the occupation and cultivation of the land?—I do not think there is any comparison at all. I tried my best in the Buildings to find a document by Sir Donald McLean, which shows the great importance of Kawana in public life, and the stand he made against the entire assemblage of Ngatiraukawa, Ngatiawa, and Ngatitooa, and all of them at a place called Awahau, in Rangitikei, where, as a young man, he came forward and slanged the Ngatiraukawa for making an objection to his taking the opposite side of the Rangitikei, and warning them that he was not going to stop there; and, until he had cleared his mother's land as well as his father's, he would not stop; and he did clear his father's land the year after. He gave public notice that he was coming on down here; and he did come, and was never satisfied with it; and if he had not gone back, I do not know where he would have stopped. So far as his efforts to hold the land are concerned, I should put Kawana above, but not in rank.

498. Did you ever hear from Kawana anything relating to the various sums of money paid by him in his efforts to recover the land?—No; he died a poor man, though he had enormous opportunities. I do not think he had anything. He got lands everywhere for his people, but he got nothing.

499. Then you think that, in the case of Horowhenua, Kawana rendered assistance which would reasonably entitle his successors to some consideration far and above the rank and file of the people?—Very much, I should think. I consider the services of Kawana Hunia with regard to the Muaupoko were simply inestimable and incalculable.

500. *Sir W. Buller.*] Do you know where Tanguru was buried?—I heard somewhere in Horowhenua.

501. As a matter of notoriety?—No; as a matter of evidence. I never heard it until I heard it in evidence.

SATURDAY, 14TH MARCH, 1896.

ALEXANDER MACDONALD'S examination continued.

1. *Mr. Fraser.*] In regard to the Court of 1886, are you quite clear on this point, that the specific object of all the divisions, except No. 11, was mentioned? Was it specifically mentioned in Court what was the object of putting Kemp's name in alone?—Yes, as regards 2, 10, 6, 14, 9, and 14. It was mentioned by me. I was conducting the case in Court, and submitted to the Court what had been arranged outside. I cannot recollect whether it was interpreted or spoken in Maori; I think it was interpreted.

2. It has been said by some witnesses that Subsections 9 and 14 were cut off, as there was some dispute between Ngatiraukawa and Muaupoko. In this letter you state this: "I recollect the following instances in which the Court was asked to make orders of this land in the Horowhenua Block: 76 acres to Major Kemp, to be transferred to the Wellington-Manawatu Railway Company; 4,000 acres to Major Kemp, to be sold to the Government; 800 acres to Major Kemp, to be trans-

ferred to Mr. Sievewright; 1,200 acres to Major Kemp, to be transferred to Ngatiraukawa; 1,200 acres to Major Kemp, in substitution, in case the first was not accepted by Ngatiraukawa; 4,620 acres to Major Kemp, to be transferred to the forty-four persons omitted by the Court in 1873." Is that correct?—Absolutely.

3. In 1886, you had considerable experience in connection with Native matters in connection with the Court?—Yes; on this coast only.

4. I am justified in saying you were conversant with the Native land statutes in force at that time?—Yes.

5. Did you, or did you not, know in 1886 that the Land Court had no jurisdiction, under the Act of 1880, to make a trust?—That was my opinion of the Act. It is a question whether there was any outstanding equity of any description, and I told the Maoris so.

6. Was it referred to the Court?—Not that I recollect.

7. There was an objection to Kemp alone being put in No. 11 outside?—Yes, at the meetings.

8. Were there a number of objectors?—The principal objector was Wirihana Hunia, but it is easy to understand that he had supporters.

9. Are the homes and occupations of the people in No. 11 extensive?—I do not think so.

10. Outside the homes and cultivations, what is the description of the land?—There is open light land, fernhills—sandy fernhills—very nice sheep country. Then a quantity of marsh and swamp, a lake, of course, and sandhills down to the sea. There was previously the natural opening where Levin now stands, but that is chiefly in Block 2.

11. The general portion of the block where they lived and cultivated is very limited?—Yes; in proportion to the total area of Block 11. But I should say there was also a considerable extent that had apparently been cleared long ago, and was now in grass—old Maori gardens.

12. It has been stated by Kemp, and I understand it is contended that Section 14 was cut off really and left for Kemp himself: you being present, can you give any reason why Section 14 should be cut off for Kemp alone? It is stated that, when the Ngatiraukawa took No. 9, this division was left for Kemp?—It never was so left that I know of, and it could not have been previous to the rising of the Court of 1886, and I am not aware it has ever been done since. Sir W. Buller made this statement before the Bar of the House: "Mr. Carroll asked, Was not the Horowhenua Block 14 set apart by the tribe, and put in the name of Major Kemp for the Whatanui family?—It was first of all cut off by Major Kemp and offered to the descendants of Te Whatanui, but they refused to accept it. Major Kemp gave them another selection, and it was agreed that he should keep this as his own allotment."

13. Is that correct?—I say it is incorrect, both first and last. That is to say, it was not cut off by Kemp, nor at his suggestion; it was cut off by the Ngatiraukawa. That part of the statement is true; that the Ngatiraukawa rejected it, is not true. It was intimated by Neville Nicholson that he would not accept it, but that was all. That, upon the acceptance of No. 9 by the Ngatiraukawa, it was agreed that Kemp should keep it for himself, is not correct, so far as I know, nor had No. 14 been rejected by the Ngatiraukawa during 1886. Anything since then, I am not aware of—either their acceptance or rejection. It was not done in 1886.

14. Another question in reference to the pamphlet: "When the Whatanui family accepted another block in place of Block 14, why was not Block 14 returned to the people?—Because the people agreed that this should be Major Kemp's allotment." Is this correct?—Not that I know. It was not so agreed in 1886. It could not have been, because I applied for the order for No. 14, and I would not have applied for it had it been as stated there.

15. You are clear that you applied for an order in No. 14?—Yes; I am trying to speak the truth, and if the books of the Court show that I did not apply, my memory has failed. I am speaking what I believe to be the truth, but I will give in to the books.

16. Can you say the Natives understood that if No. 14 was not taken by the Ngatiraukawa, it was absorbed in No. 11?—I do not know that it was actually understood that it should be absorbed in No. 11, but it was to go back to the Muaupoko. I presume it would have gone into No. 11 as a matter of course.

17. You know Mr. J. G. Wilson is one of the heads of the Opposition?—Yes.

18. *Sir W. Buller.*] You are also aware that he is very friendly with Mr. McKenzie, the Minister of Lands?—I do not know it; I have heard Mr. Wilson say that Mr. McKenzie was a very popular man in the House.

19. You say, as you understood the agreement at the meeting before the sitting of the Court, that 14 was to remain in Kemp's hands, as an alternative offer to the descendants of Te Whatanui; and if rejected by them in favor of No. 9, it was to revert to the tribe, to be absorbed in No. 11; but you are not quite clear?—No; I am not.

20. You said, "I presumed it would have gone into No. 11"?—Yes.

21. That being so, you must have understood that No. 11, into which it would be probably absorbed, was the property of the tribe?—No. When I said that No. 14 would revert to the tribe, I did not understand nor believe that it would be possible to rescind Kemp's absolute title. I thought the land was vested in him for all of them, and if he chose to make some other disposition, it would be within his legal right for him to do so. But I presumed, and fully believed, that if it was rejected by Ngatiraukawa, Kemp would dispose of it in some way in the interests of the tribe. He would still hold it as chief.

22. Do you want the Commission to understand that you looked on No. 11 as held by Kemp and Warena as chiefs for the benefit of the tribe?—Yes; I understood they were bound by obligation to the tribe.

23. You mentioned yesterday that you had heard there were chiefs higher in rank than Kawana or Kemp, and you mentioned two names—Taeuki and Taiweherua?—Yes; the old Taeuki, father of the present Taeuki.

24. Assuming that that view of the matter is right, what position do you assign to the present Taueki in relation to Kemp? Is there any comparison at all between them?—I am sorry to say that my experience as a rule is that sons do not succeed to anything like either the position or in any other way to what everybody calls mana (a word of very indefinite meaning), or the power or right exercised by their father. I only know one exception, and that is Tawhiao. I can remember the position of Te Rauparaha, and when I afterwards saw the son of him—a man who grew to man's estate before his father died, who had been home to England, and was in every respect competent to exercise all the powers held by his father—I have seen him bearded in the Native Land Court by a lad whose father would not have dreamed of speaking in the presence of the old men at all. Though I have always understood that the old Maori King was a man of great influence as a chief, I believe that his son never exercised any power at all. I consider that Ihaia Taueki is the *ariki* of the tribe. Although he is the son of that great chief, and may be considered the *ariki*, he has not attempted to dispute the position or influence of Kemp—he is the superior and dominant power?—No; and he is personally, through infirmity, unable to exercise his power.

25. As to the deed of transfer from Kemp to the Wellington-Manawatu Railway Company, which, as you explained, was altered in some way, alluding to a temporary misunderstanding between yourself and Kemp: did you receive that deed so altered from my firm or from the Wellington-Manawatu Railway Company?—From the company.

26. *The Chairman.*] You said it was written in totally different ink and handwriting to that of Sir Walter Buller?—Yes; nobody could suppose it to have been made by Sir Walter Buller, or in a lawyer's office.

27. *Sir W. Buller.*] I understand that you have been appointed by the Government to represent the Muaupoko at this investigation?—I understand myself to be representing somebody, “to watch the interests of the Muaupoko Tribe, as distinguished from the interests of the chiefs, Kemp and Warena.”

28. What is the date of your letter of appointment?—28th February.

29. I believe the Government sought you; you did not seek the Government in this matter; you did not ask for employment?—No; I did not ask for employment.

30. By whom were you appointed?—Mr. McKenzie, personally.

31. Is it not a fact that Mr. McKenzie first offered to appoint you interpreter to the Commission, and you declined?—No; but it was intimated to me somewhere in the Buildings—I really forget where—that I was going to be offered the position of interpreter.

32. By some one in authority—Mr. Sheridan?—No; it was not Sheridan. I cannot say by whom; it was one of those rumours that one hears. I thought it was a *bona fide* thing.

33. Did you intimate that you would not accept the position?—Yes; to Mr. McKenzie, because I thought it would have been an improper position for me.

34. Mr. McKenzie agreed to pay you for your services?—Certainly.

35. Then, as a matter of fact, this proposal on the part of Mr. McKenzie to employ you was subsequent to your communication to Mr. O'Hara Smith about the publication of your letter?—Yes; Mr. McKenzie intimated to me that it had been represented to him by Mr. Wilson—and others, whose names I do not recollect—that, inasmuch as Sir Walter Buller, who was supposed to represent the Muaupoko, had personal and private interests in this matter, it might afterwards be said that the Muaupoko tribe had not really been represented at all, otherwise than subordinately to the personal interests of Kemp and Sir Walter Buller; and they therefore determined to appoint some one, and asked me would I take the appointment. I said, “Yes; that it would be an appointment that would give me great pleasure.”

36. You did see Mr. McKenzie personally on this subject?—Yes; once.

37. You did not know him at the time Mr. Wilson said he would like you to send the letter?—No.

38. Since being asked by Mr. Wilson to read the letter to Mr. McKenzie, you have seen him three or four times?—Yes; but not on Horowhenua business, except once.

39. Was this letter appointing you subsequent to the interviews you are telling us of?—Yes.

40. That date is two days subsequent to the date of your letter in the *Farmer*?—Yes; the *Farmer* is only published twice a week.

41. You got a type-written copy of the letter from Mr. Smith?—Yes; I received it from him before my appointment. I did not put the same date on the type-written letter as on the original.

42. You put the 27th February?—Yes; whatever date appears there.

43. Then you must have sent the letter after that to the *Farmer*?—I took it on or after the 27th February.

44. You got your letter of appointment on the 29th?—On the 28th.

45. The very day after the date you put on your letter to the *Farmer*?—Yes; I am not going to have Mr. McKenzie mixed up with my letter; he had nothing whatever to do with it; nor will I be mixed up with him. I distinctly decline to have anything whatever to do with a quarrel that was going on between Mr. McKenzie and Sir Walter Buller. I have no opinion about it, and I do not care a pin for either of them. Mr. McKenzie has nothing to do with my letter at all, except that Mr. Wilson expressed to me his opinion that it ought to be, as a matter of history, made known to the Minister of Lands.

46. You have told us you did meet Mr. McKenzie when he offered you the position of representing the Muaupoko: was that prior to the 28th February?—Yes; probably the day before or a day or two before.

47. So that, if it was the day before, it would be the day you dated the letter you sent to the *Farmer*?—No; it could not be that, because I was in Shannon and he was in Invercargill.

48. Therefore, it must have been two or three days before?—Yes; I suppose so.

49. It follows, therefore, that you were offered and accepted the appointment some time before the date of your letter to the *Farmer*?—If you are insinuating that I am holding my present position in consequence of my letter, I shall ask the Commission to relieve me of my position. If it is suggested to the Commission that my appointment in this case is the result of my letter to the *Farmer*, I ask the Commission to relieve me from my duty. I will not have it put in that way. I believe myself to be the most competent man on the coast to-day to represent the Muaupoko. I was recommended cordially by those who recommended me, and I do not think my letter had anything to do with it.

50. Will you state, if you can, the name of a single member of the Muaupoko Tribe whom you can claim to represent before the Commission, outside of the little Ngatipariri hapu who, as Warena says, have been cleaving to him?—I think Hoani Puihi has a paper retaining me before I ever heard or thought of any appointment by the Government; he is the only one I can recollect.

51. He is Ngatipariri?—He has not a drop of Ngatipariri blood in his body.

52. Has he not cast in his lot with that section?—Not that I know of; on the contrary.

53. You look upon him as one of Warena Hunia's section?—No; on the contrary, I have very strong instructions about what I am to do or say about Warena, and Kemp, too.

54. Is he with the Ngatipariri in any way?—One of his wives is Ngatipariri.

55. He is the only one you can claim to represent?—He showed me a number of names on the paper, but I cannot recollect them now.

56. Can you tell me how many there are in this party, which, as Warena says, has been cleaving to him?—No; I cannot.

57. In the course of the negotiations which led to your appearing here in the capacity in which you are appearing, did you have an interview with Mr. Sheridan of the Land Purchase office?—I have met him; I never met him about this case.

58. *Mr. Fraser.*] Can you not say this: That it was entirely through Mr. Wilson's bringing the matter before the Minister that you were retained in this case?—So I was given to understand.

59. Through him saying that there was a probability of injustice being done to a large number of people, if they were not represented?—Yes; I did see Mr. Wilson for a minute, and he told me he had recommended the Minister to appoint me.

60. Before this you were an absolute stranger to Mr. McKenzie?—Yes; I had only seen him from the gallery of the House.

61. You have been asked as to the rangatiraship of Kemp. From your knowledge is not Kemp's rangatiraship more pakeha mana than Maori mana?—Down here in Muaupoko, yes; entirely pakeha mana.

62. His mana *whakapapa* would be, "Post-boy, policeman—fighting against his own tribe"?—He gained all his power and influence through the rank he held as a soldier. But he is a great Wanganui chief.

63. When you wrote this letter was it intended as an attack on Sir Walter Buller?—It was intended as a flat contradiction of some statements in his pamphlet.

64. Not as a personal attack?—No.

65. *Sir W. Buller.*] It was a reply to statements in the petition of 1894, mentioned in that pamphlet?—Yes.

66. *The Chairman.*] You are not claiming to represent any individual?—No; not in the interest of any individual, but to watch the interests of the tribe generally.

67. *Keepa te Whatanui.*] Where did you reside?—At Shannon.

68. How many years have you been in New Zealand?—Going on now for fifty-six years.

69. You have frequently gone to Wellington during your residence in this Island?—Yes.

70. You have been acquainted with the tribes living between Rangitikei and Wellington?—I was and am.

71. You know the Muaupoko Tribe?—Yes; since they have had any name.

72. Who was their chief when you knew them when you first began to travel to Wellington?—The chief at that time—nearly fifty years ago—in Horowhenua, was Te Whatanui, of Ngatiraukawa. I could not say who was chief of Muaupoko.

73. Do you know that Te Rauparaha made war upon Muaupoko, and they were saved alive by Te Whatanui?—Yes; that was said to have been the case.

74. Do you not know it was before the Treaty of Waitangi that Whatanui resided on this block?—I believe it was; I was not here before then.

75. At the investigation of title by the Native Land Court into this Horowhenua Block, upon whose application was the investigation in 1873?—I do not think it was separately investigated; it was part of the Manawatu-Kukutauaki Block.

76. When did the investigation of that Block begin?—I believe in 1872; the judgment was given in 1873.

77. Who was the block awarded to?—It was awarded to Ngatiraukawa, with the exception of this 52,000 acres at Horowhenua and another block.

78. These blocks were afterwards investigated?—It may have been so; I am not aware.

79. Do you know that Wiremu Pomare and Watene to Waewae and Tauteka applied to have this separate block investigated in 1873?—I do not know.

80. Do you not know that Mr. Buckley, now Sir Patrick, was their solicitor?—He was the solicitor for Ngatiraukawa. I was not aware this block was separately investigated at all, but it may have been so.

81. Do you know that when the case was in progress for two weeks, the boundary was shifted to Waiwiri?—I do not; I have said I do not remember that investigation of which you speak.

82. If it is found to be so in the books of the Court, will that be right?—Certainly.

83. Do you not know that, at that investigation, the finding of the Court was that Te Whatanui was a great chief, and the block should be awarded to those whom he was instrumental in saving?—No; I do not remember this special investigation.

84. If it is found in the books of the Court to be so, it would be right?—Certainly.

85. Did you agree with the finding of the Court?—How could I know anything about it? I do not remember the investigation. I could express no opinion.

86. If you were employed by me to erect a fence, and the line in which the fence was to be erected was given, and I came shortly afterwards and found you were erecting it in a different direction, would you correct it and put it in the place where you had been directed?—Probably.

87. Is not the judgment in the Horowhenua case on all fours with such a fence?—I do not think so; it may be so. I do not see what one has to do with the other at all.

88. If you put the fence on some other line than that which you were directed, and it was wrong, would you not correct it?—I presume I would.

89. On your journeys back and forwards to Wellington, have you not seen Hector McDonald residing on this block?—I have.

90. Has he not told you that it was Te Whatanui who brought him to reside on this block?—I never had any conversation with him on the subject; he never told me anything about it.

91. The land upon which he was then residing was land leased to him by Te Whatanui?—I do not know from whom he was leasing it.

92. If Donald Fraser knew about Hector's lease, why do you not know?—I do not know. They may have had conversations about it. I might say, too, that Donald Fraser's business made him stay about here frequently. My business took me to Wellington, and I simply stayed in his house.

93. Do you know of the cultivations of Te Whatanui about this land?—I have heard of them; I do not know about them.

94. All you know is of his mana over this land?—Yes; that is all I have heard of.

95. In the year 1886, did you see myself and Neville Nicholson at the Court?—I remember Nevillé Nicholson, and I remember there was somebody with him, but I do not know who they were.

96. Did not the Court ask us if our names were in the certificate?—I believe the Court did so, and you answered they were not.

97. Did we not state to the Court that our coming was in order to state the rights of our elders in this land?—I do not remember particularly what was said, but you did stand up and state something; at least, Neville Nicholson did, I remember.

98. Did not Judge Wilson threaten to lock us up?—I do not remember it. I have an entirely indistinct recollection of the whole thing.

99. Did you not hear that Kemp proposed to give us 1,200 acres next to Papaitonga?—Yes.

100. Did we not object to take this land, because it was not ours?—I heard Nicholson objecting.

101. Do you not know that it was because Kemp recognised the justice of our objection to this that he brought it back to the side of the Horowhenua Lake, in order that our dwelling-places, our cultivations, and our eel-weirs might be included?—I do not think it was Kemp who brought us back there, or suggested it.

102. You see on the map that it has been brought back from Papaitonga to the Horowhenua Lake?—I do not think it has been brought back, because I see both are there still.

103. Notwithstanding it has been brought back to the side of the lake, it still does not include our eel-weirs and other cultivations?—I do not know whether it does or not.

104. Is this spot adjoining Raumatangi the site of the dwelling-places of Te Whatanui and his sister, and children of his sister?—I do not know whether it was or not.

105. Notwithstanding the section having been brought back by Kemp from Papaitonga, it still leaves out all our cultivations, and dwelling-places, and eel-pas. If the Court finds out that our cultivations are left out of this section No. 9 from our elders down to us, will you agree to it?—I do not know what ought to be done in that case.

106. Donald Fraser has said that 1,200 acres shown there is included in the lease to Hector of 3,000 acres: do you believe that?—I do.

107. Did you not tell this Commission that it was wrong to put the 1,200 acres into No. 9, because it was already located in No. 14?—No, I did not.

108. Do you know that there are certain persons living beside Waiwiri?—No; I do not.

109. It was not till the year 1873 that Kemp and Warena got their mana over this land?—That was so, I believe.

110. Previously to this, and back to 1840, was it not Whatanui and Muaupoko who lived on this land?—Yes.

111. *Mr. Nicholson.*] You know when No. 9 was allotted in Court at Palmerston in 1866?—Yes.

112. Do you remember a conversation between ourselves, Kemp, and Warihana, that the lines would be 2 chains distant from the stream?—I do not recollect that conversation; all I recollect is that you objected to No. 14.

113. *Mr. Stevens.*] I understand you to say that the sons of chiefs do not exercise the same power or mana over the people now, nor have they the same claims to chieftainship as their fathers?—I did not say they have not the same claims; I said they are not recognised.

114. They were not recognised as their fathers were?—No.

115. Is not that principally because of the introduction of European habits and customs?—I do not think so; I think the chief grows. No man stepped into the position of a chief at once in the olden times.

116. Then you think European customs and habits being introduced have prevented them from getting the opportunities they had of growing into the position of chiefs?—Yes; the Court practice since 1865 has demolished the chiefs altogether.

117. Therefore, it is not because the sons are inferior to their fathers?—No.

TE RANGI MAIREHAU examined.

118. *Sir W. Buller.*] You belong to the Muaupoko Tribe?—Yes.

119. Were do you live?—At Horowhenua. I was born there, at Karapa, a pa, near the lake.

120. You have heard of the *kuitetanga*, the great fight on the West Coast?—I know the war referred to.

121. You have heard it was in 1839?—I do not know the year.

122. How old were you at the time of the fight?—I was grown up.

123. Were you old enough to carry loads on your back?—Yes.

124. Were you old enough to look for a sweetheart?—Yes; I was.

125. How tall were you?—I was about so high (indicating about 4ft. or so).

126. What age do suppose you are now, judging from those events?—Perhaps seventy, more or less.

127. You listened to the ancient history that Wirihana gave?—Yes.

128. You are a much older man than Wirihana: do you say that history is true or not, according to what you have heard?—Some was true, and some was not true.

129. You heard what he said about Te Hakeke's mana coming to Horowhenua: was that true?—It is not true.

130. You heard him give the account of the *amiowhenua*, the inroad of the tribes along the coast: was his account of that true or not, according to your hearing of these traditions?—His account of the war-party was true, except what he said about his ancestor, Te Rangi Houhia; he was not in that war.

131. He also mentioned Tangaru: was he in that war?—That is true.

132. Was this fighting-party defeated and driven off, and, if so, by whom?—Some were killed, and others retreated; but they were defeated. The chief was not caught; he escaped.

133. Can you mention some of the other chiefs on Tangaru's side?—The chiefs at that time were Tangaru, Taueki, Te Atua, Te Matangi, besides the younger chiefs; those were the leaders.

134. Give a brief account of what happened, according to the well-accepted tradition?—When the war-party arrived, the Muaupoko were in their pas on the lake. The whole of the shores of the lake were occupied by the enemy for many days and months. The Muaupoko then took into consideration the propriety of attacking them. They proposed to attack them at a place called Teraiotekaraka. They sallied forth in the night from the island-pa with their women in canoes. The males landed from the canoes, and the women remained in them. The males made their attack, and the women in the canoes raised a *ngere* (war-song), in order that the war-party who were to be attacked would suppose there was a very large party in the pa.

135. Did the women use their paddles or anything else?—They had their paddles in their hands, and when they heard the attack being made by the males, the women raised this war-song.

136. Was there an accompaniment with their paddles?—Some of them, while the war-song was being sung, were striking the canoes with the paddles; others stirred the water to make the people believe there was an immense flood coming.

137. Did that increase the panic, and contribute to the defeat of the war-party?—Yes; they were panic-stricken and fled; they could not turn round to fight.

138. What was the strength of the war-party, according to tradition?—I cannot say how many there were in the war-party, but there were two hundred killed, and they were all drawn into the pa and eaten by the Muaupoko. They first killed them, and then eat them.

139. How many of the Muaupoko were killed on that occasion?—There was one killed, and he was *pourangi*—a fool. He was the only one killed.

140. Were you at the Court which sat at Foxton in 1873?—Yes.

141. Did you take an active part in the proceedings at that Court, on behalf of your tribe?—No; I did nothing but listen.

142. Did many tribes come from other parts of the country?—Yes; that is right.

143. You heard the reason given by Wirihana that they came to Awhina te Hakeke: is that so?—Yes; the Ngatiraukawa, Ngatiapa, Ngatitao, and Ngatikahunu all assembled at that Court.

144. Did they come out of regard for the Muaupoko, to help them?—Yes.

145. Were they paid anything by either Hunia or Kemp for coming?—I never heard that they were paid.

146. Were you at the Court from the beginning to the finish?—I was there all the time.

147. There was an investigation, and then it was adjourned, and, in the following March, judgment was given.

148. Who conducted the proceedings for Muaupoko on that occasion?—The two chiefs, Hunia and Kemp, conducted for Muaupoko.

149. Were you present at the meetings out of doors which preceded the judgment?—Yes.

150. Did you help to settle the list of 143 names of which we have heard?—Yes; it was I and Heta, a younger brother of mine, who is since dead, that settled that list.

151. Did Kawana Hunia put some names in that list?—Yes.

152. Was he at all your meetings when you were there?—Yes.

153. Do you remember that it was decided to put Kemp's name alone in the certificate, and all the others at the back of it, at all those meetings?—Yes; it was decided at the last meeting before

going into Court. The leaders of Muaupoko were present—Noa Te Whata, Rangī Rurupuni, and Bewiri; they were the only leaders of the Muaupoko, and they agreed that Kemp should be put in.

154. Was Kawana Hunia present when that agreement was come to?—Yes; he was there.

155. Did Kawana agree to that settlement?—It was those two who did it.

156. Did Kawana ask to have his name put in with Kemp's at your last meeting?—No; he did not; he was quite content to leave it.

157. When the list was taken into Court, were you there?—Yes; I was there listening.

158. What chief was it that handed the list to the Court?—Kemp.

159. Was Kawana present?—Yes.

160. Did Kawana offer any objections?—I did not hear anyone object; there was no second arrangement of the list—only one.

161. Then Kawana did not object in Court?—No.

162. If Wirihana has stated that Kawana said to the Court, "Put my name in it," or anything of that kind, would it be correct?—It would be wrong.

163. If Wirihana stated that the Court said, "We do not think it is right that Kemp should be in by himself; let Hunia come in," is that right or wrong?—It would be false; I did not hear the Court say anything of the kind.

164. Is it true that Kawana left the Court with offended dignity, because his name was not put in?—When the list was read over we were all sitting round the Court, and when it was finished we rose quickly and walked out of the Court.

165. It is not true that Kawana left in dudgeon?—No; it is not true.

166. What is your opinion of Kemp's chieftainship as regards Muaupoko?—Kemp is a chief, from his father down to himself; his father's chieftainship as a warrior could not be impugned.

167. Mr. Fraser has asked whether this was not Kemp's history: "Post-boy, policeman—fighting against his own tribe"? Is there any truth in such a suggestion?—It is not true, as intended; but, as children go to school, so he went to learn the ways of Europeans—as a mail-driver, a policeman, and a soldier.

168. Did he not carry mails at very troublous times along the coast, because no one else would do it?—I am not aware of any war trouble.

169. In your estimation, did he lose "caste" at all as a great chief by being a mail-carrier and policeman in those times? Did it not add to his importance?—I did not object to his working at those things for the Europeans.

170. Is there any chief so great as Kemp in rank in relation to the Muaupoko?—The chiefs of Muaupoko were equal; no person arrogated to himself authority over the other; they were all equal in those times. Your European always asks, "Who is chief"? But in our old custom there would be a chief in each place here and there all along.

171. Is he the paramount chief?—Yes; he is the chief, and the descendant of Taueki is another; but I am the representative of Taueki; the father of the present Taueki is also an ancestor of mine.

172. Were you present at the Court of 1886?—Yes; from the beginning to the end.

173. Did you take part in the private meetings which preceded the work in the Court?—Yes; at Palmerston's house.

174. Do you remember that the Court allowed you to make all your arrangements outside, and to say you asked for orders and they were made?—I do not know about the Court agreeing to it.

175. But you understood that, if you came to an agreement out of Court, the Court would give effect to it?—Yes; so that we should not go into Court to quarrel or wrangle. The Court had nothing to do but to confirm the arrangements we came to out of doors.

176. Do you remember arranging, out of doors, about Block 2, which became afterwards the township of 4,000 acres to be sold to the Government?—Yes; Kemp told us the Minister had asked him to set apart a portion of the land as a town for the benefit of the land, and we very readily agreed, because the Europeans hitherto had been so distant from us.

177. Four thousand acres was agreed to, as the site for a township?—Yes.

178. You agreed it should be put in Kemp's name, to effect a sale to the Government?—Yes.

179. I suppose all those considerations that Mr. McDonald told us about were explained to you and accepted by you—the proposed arrangements as to one section out of every ten for the Natives, the school, the park, and the surveys: those were what you understood to be the nature of the arrangements?—Kemp and Palmerston arranged this, but we heard afterwards that it had not been carried into effect.

180. Whose fault was it that it was not carried into effect?—I went to Wellington to inquire into this matter. I saw there Kemp and Wirihana Hunia together, and spoke to them about my quarter-acre sections. It was Wirihana who answered me, "They have been done away with."

181. By whom—by the Government or any one else?—It may have been Kemp; it may have been the Minister; I cannot say.

182. But you understood the thing was done away with, and you were not to get your quarter-acres and other advantages?—Yes; I understood so.

183. Have the Muaupoko at any time blamed Kemp for that?—No.

184. There was another block set apart for the *rerewaho*, who had been omitted in 1873: who prepared the list of the *rerewaho*?—It was Kemp who asked us to make provision for them, and it was agreed to.

185. Then, with regard to Block 6, adjoining the 4,000 acres, was that set apart to be given to the *rerewaho*?—Yes.

186. Was it agreed at the meetings that it should be put into Kemp's name for that purpose?—Yes.

187. Were all the Muaupoko present when that arrangement was come to?—Yes.

188. Then, there was a discussion before you came into Court about the promise Kemp had made in regard to the descendants of Te Whatanui?—Yes.

189. Did Kemp then tell you he had promised Sir Donald McLean that he would give them 1,200 acres in the block?—Yes; I was there when the arrangement was made between Kemp and McLean.

190. Did Kemp then propose to cut off the 1,200 acres at Papaitonga, in Block 14, to satisfy that agreement?—Yes.

191. Was Block 14 then given to the descendants of Te Whatanui or not?—Yes; at Palmerston.

192. Did they accept it?—No; they did not agree to it.

193. When you say it was offered to them and they did not accept it, to whom do you refer?—Neville Nicholson, and others.

194. How did you know they refused it, then?—They said plainly they would not accept it.

195. Where did they say that?—It was not at the meeting-house; it was about the town. It was not said to the Muaupoko.

196. Who offered the land to them?—Kemp.

197. Were you present?—I was never apart from him; I always followed him wherever he went.

198. Did Nicholson and his friends say they would think about it, or was it an absolute refusal?—They said they would not agree to that part. What they wanted was to have part of the land at Hokio Stream, to include eel-weirs and part of the land at Papaitonga.

199. What did Kemp say to that?—Kemp would not argue the point with them at all, but he promised to lay off a second piece.

200. How many acres?—There was another 1,200 acres adjoining the 100 acres shown on the plan—making in all 1,300.

201.—Did you see Mr. Lewis there at that time?—Yes.

202.—Did you have any talk with him about this arrangement you were making to satisfy the arrangement with McLean?—No; I did not say anything to him.

203. Did you hear Kemp say anything to him?—No; I must not tell lies, as others do.

204. When Kemp assigned this portion of 1,200 acres near the lake to Nicholson and his friends, did they accept it?—They did not object to that—that is, the persons who were living at Horowhenua. I did not hear them object.

205. Did you look upon it as finally settled that this was to be their 1,200 acres?—They did not object; they remained silent. I thought so, because they did not object as they had to the block at Papaitonga.

206. Application was afterwards made to the Court to have Papaitonga vested in Kemp?—Yes; that was afterwards; it was after they had not objected to the other. But this land was Kemp's; it was his land from his ancestors down to him.

207. You heard him apply in Court for a certificate in his own name?—I did not hear him do that.

208. Did you not hear him ask for the certificate?—No; I did not hear him do that, but we thought the land was his all the time.

209. Do you know that the Court did afterwards award it to him?—Yes; I know that.

210. For what was the award of Papaitonga made, in your opinion? Was it for Kemp himself, or for him to give back to the Muaupoko, if the descendants of Whatanui were satisfied?—I say it is very foolish to say he should return it to the tribe; it is for him to say who shall be put in it. He spoke of some persons the other day to be put in. Well, it is for him to say who shall be put in and who not.

211. Was Block 12—the mountains—arranged in your Committee?—Yes; it was put in the name of Ihaia Taueki.

212. Was that done at your meeting?—No; we did not agree to that. I contended that I should be a *kaitiaki* for my hapu, and Hoani Puihi contended that he should be *kaitiaki*. Others said that Himiona Kowhai should be the trustee. It was not finished. Then they went to the Court, and Raniera withdrew it, and left it to Ihaia. He said, "Let Ihaia be the *kaitiaki*," and there was no objection.

213. Does Ihaia hold this as his own land or as *kaitiaki* for Muaupoko?—He holds it for us, as *kaitiaki* for Muaupoko, but the law may turn it over and say it is his only.

214. Do you remember the circumstances under which No. 10 was arranged?—It was given to Kemp in connection with some money due to Sievwright for work done about the lands at Wanganui.

215. Was it a free gift from the tribe to pay this debt?—Yes; it was agreed to heartily by the whole tribe. It was Kemp and Wirihana who took us into a publichouse, and it was there we agreed to give this land to Kemp.

216. Was that discussed at your meeting?—Yes.

217. Was it agreed to by every member of the tribe?—No person objected.

218. It was done out of pure *aroha*?—Yes; for fear he might be taken to prison for his debts.

219. Now, with regard to No. 11, the large block with your homes, cultivations, and burial-places: is it not a fact that this block comprises all the means of subsistence the Muaupoko have—Their fishing-grounds, cultivations, gardens, &c.?—Yes; they are all there.

220. That is the land on which you and most of the Muaupoko were born?—Yes.

221. That is the block where all your elders were born?—Yes.

222. And in this block lies the Horowhenua Lake, on which you have subsisted all your life?—Yes; on the eels and shell-fish.

223. What did your tribe decide to do with this big block, when they were making all these subdivisions?—It was agreed that this block should be allotted or apportioned for the persons who had actual occupation of it; that it should be left alone; and that it should be for them to say whether it should be divided or left in one block for the persons who had led the Natives in ancient years and those who represent them.

224. As distinguished from whom?—The persons who had got lands in different places, and who had been provided for.

225. Was it, so far as you know, distinctly understood by all your people that this block would be reserved for the residential section of the tribe?—That was what Kemp said.

226. Did the whole tribe agree in this?—Yes; we all consented: some expressed their content with the arrangement, and others remained silent, but were satisfied. I did not hear one dissentient voice.

227. Was that at the various meetings before you went into Court?—Yes.

228. Were you going to put all the names of the residents into the residential section or not?—We agreed it should be given to Kemp, to take care of.

229. Why?—Because we thought, if it was allotted to the tribe, we would proceed to have it allotted and sold, and it would be parted with and gone.

230. Was that your thought only, or was it generally stated at your meeting?—It was our great talk.

231. Everybody agreed, so far as you could hear?—Yes; we thought there would be no trouble afterwards.

232. Was any other name mentioned with Kemp's outside, before you went into Court?—No.

233. Did any one claim to go in also?—In the Court, I did; not before.

234. What happened when you got into Court, after this arrangement had been come to outside?—When we arrived in Court, Kemp said, "Well, let it be sufficient that I have divided the other parts of this block; let the balance be now returned to Ihaia Taeki to divide.

235. Was this in the Court, or after they had gone into the room, of which we have heard?—It was in the Court, and said in order that we might hear it.

236. Well, what then?—It was then that McDonald and Wirihana wrote a paper and passed it over to Kemp, with the name of Warena on it; then we learned that Wirihana contended that both Warena's and Kemp's name should be put in as *kaitiakis*.

237. Kemp told us that he asked the Court to give him No. 11, and that then the paper was put in front of him: now, you have been saying that he asked to have it given to Ihaia?—Kemp stood up in the Court and said: "Let it be sufficient that I have divided all the other parts of the block; let this remainder (No. 11) be handed to Ihaia to divide."

238. You have said that, at the meeting, you all agreed that No. 11 should go in Kemp's name, as caretaker?—It had not been agreed outside that Kemp was to be caretaker, but in the Court Kemp stood up and said this.

239. Did he ask the Court to put Ihaia's name in the order or his own name?—No; he did not apply to the Court to put it into his or anybody's name. He was talking to us, and then this paper was thrust forward by Wirihana.

240. Do you know what was in the paper?—What was written on the paper was, "Let Warena's name be inserted as co-caretaker with Kemp." Kemp then called us into a small room. Myself, Wirihana, Ngatahi, Te Kiri, Kemp, Makere, and a lot of people went into a very small room, and then it was discussed whether Warena's name should be put in as joint caretaker with Kemp. We objected to the name of Warena. Then Kemp suggested Ihaia, and Te Kiri said, "Let it be Kemp." Ngatahi said, "What objection have you to the old man"? meaning Ihaia. Kemp then considered we were confused, and said, "Well, let Warena go in; he is a good young man."

241. Did you agree?—No; we did not agree; we went right out of the Court.

242. Why did it offend you so much when Kemp wanted it put in?—Look at the result.

243. You did not stay and hear what Kemp said to the Court?—No; all we heard was that Kemp had agreed to put in Warena as joint caretaker.

244. Did you hear afterwards that the Court had made an order accordingly?—We did not hear anything after that; we thought they were to be joint trustees.

245. There has been a great deal of trouble since?—It was in 1890 that we learned there was going to be trouble.

246. How did you learn?—It was taken to the Court.

247. Was it then you first learned the land belonged to these two chiefs, according to law?—Yes.

248. Did you then take active part with Kemp in the petitions to Parliament, and in prosecuting an action in the Supreme Court, to get back your rights in No. 11?—Yes; and now there is this fresh investigation. We thought it was finished at that time.

249. Are you aware that Block 14 is, for the most part, leased to me by Kemp?—Yes; that is to say, you have part of the land, and Mr. Bartholomew has another part.

250. Have you ever disapproved of the leases to myself and Mr. Bartholomew?—No.

251. Have you ever heard of any member of Muaupoko objecting to them?—No.

252. Have you ever heard of any member of the tribe demanding a share of the rent from Kemp?—No.

253. Or of the price of the timber leased to Bartholomew?—No.

254. You have heard that Kemp sold two small pieces to myself for £100?—Yes.

255. Did you ever hear of any member of the Muaupoko objecting to this?—No.

256. Did you ever hear of any member demanding any part of the £100?—No; if anybody had done so, they would have gone to you.

257. You are aware that Kemp, at the sitting of the Supreme Court in Wanganui, in September, 1894, executed to me a mortgage over the whole of this block, subject to the leases, to secure repayment of £500, handed over to Mr. Edwards, their lawyer?—Yes; we heard of that.

258. Were you in Wanganui when the transaction was inquired into, in open Court, by Judge Ward, of the Native Land Court?—I was not there.

259. Did you hear that the mortgage was passed by Judge Ward, after being enquired into?—No.

260. Did you ever hear of any member of Muaupoko objecting to what Kemp was doing in mortgaging the land?—No.

261. If they had been objecting, you would have heard?—Yes; I should have heard, and would have mentioned it.

262. You have heard a great deal about the rents received by Kemp from Hector McDonald: has not Kemp paid large amounts to the tribe from them from time to time?—Yes; he has paid several sums from time to time; but formerly, we used all to draw the rent direct from Hector, by writing to him first.

263. Do you remember my coming to Horowhenua in October, 1892, and bringing a deed relating to these rents and other matters to be signed by members of the Muaupoko?—Yes.

264. Do you remember that this deed, which I asked you to sign, related to all the transactions about the land and the rents, and that I explained that your signing would mean that you approved of everything that had been done?—Yes.

265. Was not that deed signed by the old chief Ihaia Taueki and some sixty others?—Yes; we all signed it.

266. Did anybody, except Hoani Puihi and a few of the Ngatipariri, neglect to sign?—No.

267. Did they sign willingly, and without compulsion?—You explained the terms of the documents, and we were all quite clear about it.

268. Was Kemp there or not?—No.

269. Did Kemp ask you to sign at any previous time, or was it only myself?—No; it was you.

270. Did not that deed, signed by Ihaia and sixty others, confirm to Kemp alone, *inter alia*, No. 14 absolutely in his own right?—Yes; it was so.

271. Did any member of the Muaupoko object and say, "That is not right; it must come back to us"?—No; I heard nothing of the kind.

272. You know pretty well what amounts Kemp has received from Hector McDonald during the past years?—I do not know the total amount.

273. In your opinion, has Kemp made a fair distribution of those rents among the people during past years?—Yes.

274. Can you remember some big sums given to the tribe either by Hector or Kemp?—I know of a large sum paid by Kemp to us; £1,000 was paid to Makere; it was given to her to distribute to myself, and Kerehi, Raniera, and herself. We brought it from Wanganui.

275. Do you remember any other sum?—I remember another time we got £200, and another time £100, and another time £200.

276. Has not Kemp very often paid the debts of the tribe, and kept them right?—It may be so; he did not tell me what he did or did not pay.

277. But you are quite satisfied with what he has done?—Yes.

278. You have heard about the sale of part of No. 11 to the Government by Warena—1,500 acres for £6,000?—Yes.

279.—Did Warena consult you about that intended sale?—No.

280. So far as you know, did Warena consult any of the Muaupoko about that proposed sale?—I do not know of any Muaupoko whom he consulted; if he had, it would probably have reached us.

281. When did you first hear that 1,500 acres had been sold by Warena to the Government—part of your tribal estate?—We did not hear of it till the survey and felling of the bush began.

282. We have been told that Mr. McKenzie, the Minister, and others, representing the Government, came up, and that they met Hoani Puihi on the ground, and that there were none of the Muaupoko objecting?—Hoani was the only person that saw them.

283. You never heard they were coming?—No; the Muaupoko generally did not know.

284. When you did know of it, and heard that the surveyors were on the ground, what did you do?—When we heard of the surveyors being there, our women and children went to obstruct the proceedings. The Premier sent the police to take them prisoners. He had heard that they were obstructing the survey, and sent a message to us that the chiefs should go to Wellington. He sent money to pay our passage by the train.

285. Who went?—I and Waiata and Raniera went, and we took with us John McDonald.

286. Did you meet the Premier in Wellington?—All the people heard that we had been taken prisoners by the Premier.

287. He treated you very well? He did not put you in prison?—No he did not; we went with the Chief of the Police; he treated us very ill.

288. Then what took place?—I arrived in Wellington, and went to Mr. Edwards—you were in England—I went to Mr. Edwards for him to take me to the presence of the Premier. When I arrived in the presence of the Premier, I stood up before him, and spoke to him about this bad law that was brought in amongst us: "These two persons were appointed by us as *kaitiakis* of this land; one of them agrees he is a caretaker, the other says, I do not care, I am an owner. This land belongs to me and my tribe." The Premier answered, "You have no land; you are in the hands of the clouds." "Am I a spirit that I should live in the clouds"? I said to the Premier. "Soften the law relating to this land." The Premier said, "Speak lower; I am not deaf." Then I knew he was

angry, and then I spoke louder than ever. Then he said, "If your disposition is good, the law will protect you." I said, "All you can do for me at this time is to set aside this bad law." "Yes," he said; but he was lying. He said, "If your disposition is good, the Government will protect you." I said, "Well, I request of you to throw down this bad law that is oppressing us." The Premier said to me, "You have been prompted secretly by some Europeans to destroy any Europeans that go on to this land." Mr. Edwards was startled at that; he was our lawyer and had lodged a caveat against the title. He got up and said, "I am not a bad man; you know I do not take bad cases." They began to argue in English, and I could only understand a word here and there.

288A. But the survey went on all the same?—The survey and clearing and everything has gone on all the same; we could offer no obstruction, having been arrested.

289. What do you mean by having been arrested?—The police were with us. I went in the hands of the police to Wellington. They heard that all the Muaupoko had been arrested; but when we arrived in Wellington, the tribe said it was not true.

290. Have you, ever since that time, consented to the sale by Warena of this part of your estate?—No; we never consented; our caveat was left there.

291. You have never removed your caveat?—The Premier said he could easily break the caveat.

292. Have you ever told your lawyers to remove it?—Never; it is still there.

293. *Kipa te Whatanui.*] Do you know all about this land at Horowhenua?—Am I not a resident of Horowhenua?

294. Can you explain the mana of Whatanui on this land?—I could have, had this mana not been taken from the land by the Native Land Court in 1873.

295. Is that the reason you cannot now speak of the mana of Whatanui on this land and of his cultivations?—The residence and cultivation of Whatanui were all explained to the Court in 1873, and the Court would not give effect to it.

296. Will you state all you know about Whatanui since 1873?—I have seen Watene and his companions squatting on this land subsequent to 1873, because the land had been awarded to us.

297. Can you give the names of the settlements and cultivations of the Whatanui in this block?—I can; there was a residence at Hokio; and also at Tatearero they had a settlement.

298. Did they not live at Te Mairi?—There was a settlement there; Rewiri worked there subsequently.

299. Do you know the places where Te Whatane's houses were burned?—Yes; at Kotoroa.

300. Do you know where Hene Matoria lived in those days?—That is a new place.

301. Is this place in No. 14, or on this side of Hokio?—It is in No. 11.

302. Had Te Whatanui a settlement at Rakauhamama?—I do not know that he had; but a man named Te Puke had. I have seen the younger Te Puke getting eels there by himself.

303. Is not Rakauhamama the boundary between Watene and Te Puke?—I do not know of that boundary.

304. Is not the mana of Te Whatanui altogether on the south side of Hokio?—I do not know of any mana he had there; I have seen him residing there.

305. Are you not aware that it was previous to the Treaty of Waitangi that Te Whatanui resided there?—I do not know the date of that treaty.

306. How can you speak of these battles and wars you have spoken of, if you know nothing of that treaty?—The elders have spoken to me about these wars, but not of the treaty.

307. From the time of Te Whatanui to the present time, have you not seen descendants of his sister residing there?—Yes.

308. Which of Te Whatanui's children was that—the second or third?—What I have heard is that Whatanui Tutaki was the eldest son of Te Whatanui, by his first wife.

309. Was that the cause of their residence there, from that time to the present?—Yes.

310. Seeing that this land was awarded to you in 1873, and that they still remained on the land, was that the reason you burned their houses?—Yes.

311. Was it not a very wrong proceeding to burn the houses of the persons who owned the land?—Yes; but this land had been awarded to us, and they still remained on it.

312. Do you not know that a person who has committed murder is tried three times before he is hanged?—I know that; but he was living there trespassing, and it was a proper thing to drive him off. This land had become mine, and why should he remain on it?

313. Are you not aware that Te Whatanui had taken this land by conquest from before the Treaty of Waitangi?—Ngatiraukawa made no conquests; let some women who are here of Ngatittoa speak of conquest, but not Ngatiraukawa nor Whatanui.

314. Do you not know of a great battle at Papaitonga by Ngatiraukawa?—I do not know of Ngatiraukawa; that battle was of Te Rauparaha. The only fighting of Ngatiraukawa was Here-taunga, and there they were defeated by Ngatikahungunu, and they did not fight any more.

315. Are you not aware that it was Te Rauparaha, who made the conquest, who invited Ngatiraukawa to occupy the land?—I did not hear that invitation.

316. Are you not aware that the Muaupoko and Rangitane and Ngatiapa were rescued out of the hands of Te Rauparaha by Te Whatanui?—No.

317. Are you not aware that peace was made between Te Whatanui and these tribes at a place called Karekare?—Yes; I have heard of that peacemaking. He was in a great hurry to make peace after the defeat he got at Hawke's Bay and other places by the Ngatikahungunu.

318. Was it not because Kemp knew that this was disputed land south of Hokoio that he placed Warena there?—That is a supposition; that is a reason in your own mind only. It never occurred to Kemp.

319. Is it not because you know of the trouble in this part that you desired to sell it?—We have given you a piece of land there, and now you come back and want eel-weirs; it is the eel-weirs you want.

320. Are you not aware that the land that has been leased to Sir Walter Buller at Papaitonga is land belonging to Keraipe te Puke and others?—Yes; I have heard that; but the Court awarded it to Muaupoko.

321. At the award of this land to Muaupoko, in 1873 by the Court, did not Sir Donald McLean pay over some money in respect of the block to Keraipe te Puke?—I heard that; but it was in order that your anger and discontent might cease, and still you are making further angry claims now.

322. How do you explain that this land, having been awarded to you, £1,000 was paid to persons outside of the land that has been awarded to you?—It was not paid on that account; it was paid simply to allay discontent and trouble that arose out of it.

323. Do you think it was a right thing, when I was claiming a right to the land, that it should be tempted by a payment of £1,000?—It was not we who tempted you or deceived you; we did not pay anything.

324. Why did not the Government get the land after paying the money? It went to Kemp?—Well, that was so; it was Sir Donald McLean who paid the money, but the land was left for Kemp.

325. Are you not aware that persons who have not been concerned in that payment are still contending to have their land adjudicated upon by Parliament?—I will ask, who are those persons?

326. They are Ngatiraukawa, the descendants of Te Whatanui?—I do not know who you mean, because I was present at Wellington, and all the Ngatiraukawa were there—Te Rauparaha Watene, Matene, Karanama, Hoani Taipua, and others. They all participated in this money.

327. Were you at the Court in 1886?—Yes.

328. Were you there when Kemp said to put aside 1,200 acres for the descendants of Whatanui?—Yes; all the tribe agreed to that.

329. Did you not hear that Kemp proposed to allocate the land to Papaitonga?—Yes; the descendants of Whatanui would not agree to accept it there. They wanted the land at Hokio, and their particular desire was for eel-weirs.

330. And they brought it back to Hokio?—Yes.

331. Are their cultivations, and residences, and eel-weirs included in this section of 1,200 acres?—There were no old fences. Some Europeans had been to see it, and they saw the fences all new, and the land was vacant.

332. How did they grow food, if they had no fences?—Their cultivations were in the 100 acres allotted to them by the Court, but, by our consent, they have subsequently spread a little further out.

333. Did you not hear the Court state that, in awarding this 100 acres to Ngatiraukawa, it was not intended thereby to prevent their further applications for the whole block?—I never heard that from the Court.

334. Did you not hear that the Court, addressing the descendants of Whatanui said, "Your petition has been deposited in Parliament, and this award will not prevent consideration of it"?—I did not hear that; possibly Kemp may have heard it; we did not.

335. Did you not hear that, on some occasion when Kemp went to Auckland, he met the lineal descendant of Whatanui there, and said to him, "If I am fortunate in getting a title to this land, I will remember the promise of Taueki to Te Whatanui"?—I did hear it, and there it is now—No. 9. Kemp said to Pomare, "If I win this land, I will give you back this part." When he did win, he returned this part.

336. Did you hear Kemp say that it was on account of this promise to Pomare he did not come to the Court?—Yes.

337. *Mr. Nicholson.*]—From whom did you hear of that conversation with Pomare at Auckland?—From Kemp, after the Court at Palmerston in 1886.

338. Te Whatanui was dead at the time of the first trouble between Ngatiraukawa and Muaupoko?—Yes.

339. Which descendants of Whatanui were quarrelling with Muaupoko at that time?—Watene. Pomare also arrived at the time of *kupe*.

340. Do you say that Pomare came to the meeting at *kupe*?—No; he came before the erection of that house. The meeting had dispersed before he came.

341. At the time of the burning of the houses, what descendants of Te Whatanui inhabited them?—Watene and his companions.

342. Who were the opponents of Muaupoko at the Court at Foxton?—Ngatiraukawa, Ngatiawa, and Ngatiapa. Those were the tribes that assembled, but the actual opponents were Ngatiraukawa. All the chiefs were there—Matene te Whiwhi and Tamihana te Rauparaha, and others.

343. My question is, which of the Ngatiraukawa contended with you for the Horowhenua Block?—Watene and Tauteka.

344. They were both defeated by Muaupoko at that Court?—Yes.

345. On their defeat, did they abandon the land, or still remain there?—They still remained there, and Tauteka died there; and Te Hitau also died there.

346. After that, you burned the houses at Mahoenui?—Yes.

347. The object in burning the houses was to drive Watene and Tauteka off the land?—Yes.

348. On the arrival of Sir Donald McLean at Otaki, to put an end to the trouble, you and Kawana Hunia and others went to Wellington: was I one who went there, on the side of Ngatiraukawa?—Yes; you were one.

349. Are you aware that McLean invited Kemp to come there also?—Yes.

350. Are you aware of the meeting which took place at the hostelry at which Sir Donald McLean attended?—Yes.

351. Do you know of the allotment of 1,200 acres proposed to be allotted to Watena and Tauteka?—Yes; I heard it.

352. Are you not aware that at the same time McLean paid over a sum of money to the other section of Ngatiraukawa to settle their claims on the Waiwiri side?—Yes; I saw it.
353. Was there any trouble that arose afterwards?—No.
354. Who of the descendants of Whatanui are living on the land?—Your party; but they are not living on this block; they are living at an outside place, a long way off.
355. But the stock are running on No. 9 since long ago?—Yes; that is where all the stock runs.
356. *Mr. Stevens.*] You said you were about 4ft. 6in. high in 1839.—Yes; and was able to carry a burden.
357. Was Te Hakeke at Kuititanga, or was he dead then?—He may have been there.
358. Were you there?—No; I was not there; I had come to Horowhenua.
359. Was Te Hakeke ever at Horowhenua?—I never saw him there.
360. Do you know what his wife's name was?—Yes; it was Kaewa.
361. To what tribe did she belong?—Aiterangi.
362. Was that a hapu of Muaupoko?—It was a section of the Ngatipariri. I informed Parliament that this woman did not have rights at Horowhenua, but Waikawa and Waitohu.
363. Did Te Hakeke come down the coast here to where his wife resided, for the purpose of being married, or was his wife taken to Rangitikei?—I heard that he came here to be married, but I am not sure.
364. Therefore, he was at Horowhenua?—I have heard he did come and was married here; another story was, that they were married at Waikawa.
365. Is it not a fact that Ngatipariri is a section of the whole Muaupoko Tribe?—Ngatipariri belong to the Ngatikahunu.
366. Have you heard of the name of an ancestor called Upoko Patunui?—Yes; I have heard of that ancestor. He was killed; he is an ancestor of ours.
367. Did not Te Hakeke's wife also descend from that ancestor?—I do not know about that; the only ancestor I know of is Pariri. I have seen, and you have seen, the books of the Court in which Wirihiapa has always spoken of his ancestor Pariri.
368. With regard to the time at which the houses were burned beyond the lake, when *kupe* was erected, do you remember that time?—I do not know the year, but I saw the house being erected.
369. Who took the most prominent part in the directions for the erection of that house?—Muaupoko erected it. When it was erected, then Hunia came.
370. What right had he to come, if his father and mother do not belong here?—I do not know what to say to that; the Muaupoko and Ngatiapa had all assembled at the Court of 1873; the whole talk was to combine together.
371. I am talking of the Hunia coming to *kupe*, not of the assembly at Foxton?—They had joint interest in the land, and were always working together at that time.
372. Were they considered by the people as equal in rank at that time?—No; they were not considered to be equal. The special and great desire of Te Rauparaha was always to crush and kill Tanguru; he could not do so, but that that was his desire was shown by many things.
374. If Kemp was considered a greater chief than Hunia, how is it that, at the time you had the trouble of the burning of the houses and so on, he did not take an active part, but remained at Wanganui?—Kemp had advised Hunia not to hurry into trouble.
375. Did he wait and be patient?—No; he would not wait, but set fire to the houses.
376. Therefore, he was not controlled by Kemp in any way?—No; and because he would not listen, he was taken to gaol.
377. By the police authorities?—No; Sir Donald McLean invited him to Wellington to have the matter adjudicated upon.
378. Do you know whether he went to Wellington on the invitation of McLean, or was compelled to go by reason of a criminal summons?—No; I do not know.
379. Supposing it is shown in evidence that Hunia, acting on his own account and ignoring instructions from Kemp, burned the houses and was afterwards put in gaol for his act, would that be right?—I do not know whether it would be right or wrong, but I know money had to be paid on account of it. Puke and others had to get money.
380. Did Hunia do as stated in the previous question?—Yes; it was he who burned the houses, and had to go to gaol. His elders, Hapimana and Karaitiana, and two others went into gaol permanently, but he was bailed out by the Ngatiawa.
381. During that time Hunia was doing all he could to maintain their rights to the land?—Yes; that was what the Judge said when he was tried. I heard the Judge stating that Hunia's purpose was simply to assert his right.
382. With regard to the Court of 1886, you have said there were many chiefs—you said Kemp was one and Taueki another?—Yes.
383. Was Hunia not also a chief?—I have already said that Hakeke was a chief at Rangitikei; his mana did not extend to Horowhenua.
384. If his father belonged to Muaupoko and Pariri, why did not his mana extend to Horowhenua?—I have explained already that Kaiawa's land was at Waikawa and Waitohu.
385. You say that Taueki was a great chief: was his ancestor not Ngatiapa?—His ancestress was from Ngatiapa.
386. Where was his ancestor from?—His paternal ancestor was from Muaupoko.
387. Was he not also from Rangitane?—Rangitane is a part of Muaupoko.
388. Hunia was partly Ngatiapa and partly Muaupoko; but, could he not be connected with other tribes and still be a chief of Muaupoko?—Taueki was the old chief of Horowhenua; but if you speak about remote ancestors, I can show you where Temou's post still remains at Hokio

He was connected with Ngatiapa; but Taueki is really recognised as specially the chief of Muaupoko.

389. Therefore, it is possible for a chief to be connected with other tribes and still be the chief of the tribe of his wife or mother?—Yes; that is the European idea, but it is not so; a chief is a chief in his own part only.

390. Then, if his mother belonged to a particular tribe, the chief must also belong to that tribe?—He would take his chieftainship from his father's side.

391. In some cases, but not in all?—That is not so. If the woman had been a chieftainness, she would remain with her own people [meaning that her husband would come to her.]

392. Did not the husband come, in the first instance?—Yes; he came and married her, but took her straight away to his own place and stopped there. Tanguru married his wife at Wanganui, and brought her straight here.

393. Where is Kaiawa's child buried?—He was being brought here, and died at Wharangi. It was then spoken of to take him back to be buried, but the Muaupoko brought him and buried him here. That has no significance in connection with his land.

394. At that time the present Wirihana was a child?—Yes.

395. Did the Muaupoko not send for him, and bring him, and rear him up as one of their people?—I do not know about the present Wirihana being brought up here, but I have seen him here.

396. Was he here only temporarily, or was he residing here for some considerable time?—He was not very long here, and went back again to Rangitikei.

397. Did you never hear that he came down for the purpose of taking the place of his uncle, Wirihana, who was buried on the land here?—I never heard that.

398. If it stated so in evidence, would it be wrong?—Yes; it would be wrong.

399. If so, why did you and the Muaupoko accept the assistance and services of his father in maintaining your rights?—We never asked him to interest himself in Horowhenua; it was his own thought.

400. Were you not glad of his assistance as your chief to maintain your rights, as against outside tribes?—I do not know what others thought, but I know what I thought myself.

401. If I were to say that I thought your memory was defective, would you say I was wrong?—It is not a matter that has been forgotten by me.

402. When you were in Wellington with Kawana Hunia, who made the representations there with regard to the whole matter? Who took the leading part as chief?—Kemp was the only one I heard speaking.

403. I am not speaking of the occasion when Kemp was there, I am speaking of the occasion when they were in gaol?—I did not hear anything said by any one.

404. Therefore, Hunia did the business and you knew nothing of it?—I was there myself as a great chief; I did not hear of anyone in particular putting himself forward.

405. Is it not a fact that the charges of arson against these people were withdrawn, through the instrumentality of Sir Donald McLean?—Yes; that is true.

406. The next point is this: who represented to McLean that these charges should in justice and fairness be withdrawn?—I do not know who moved McLean.

407. If I say I was present with Hunia when he asked for the charges to be withdrawn, would I be wrong?—How should I know anything about it? Why do you ask me?

408. You were not taking the same active part as Hunia?—No; that was not the reason. I was not asked to go; if I had known of you two going I would have gone.

409. With regard to the subdivision of the block, was the portion for the railway made over to Kemp for the purpose of being transferred to the railway company?—I knew nothing about it till I got to the Court at Palmerston, and then I heard it was for the company, and we gave it to Kemp for the purpose.

410. There were no conditions with regard to it? You gave it over to Kemp on no conditions other than that it was to be sold? You were to get none of the money?—There was nothing said of any sort to the effect that he was to return any part of the money.

411. When No. 2 was given to Kemp, were there not certain conditions upon which it was given—that so much land would be returned to the Natives?—We did not impose any conditions; but Kemp and Wirihana told us we would get so many quarter-acre sections out of it.

412. Are you sure it was Kemp and Wirihana who told you, and not Kemp alone?—I am sure it was those two; they were the persons who had the knowledge and could inform us of the European law, and it was left to them; they informed us we would get the quarter-acre section.

413. And the land was sold to the Government?—Yes; they were both in Wellington, selling the land.

414. Do you know to whom the money was paid—to Wirihana, or Kemp?—It was paid to Kemp only.

415. Have you received your quarter-acres?—No; afterwards I went to Wellington about this matter, and I was then told by Kemp that they would get no quarter-acres.

416. Do you consider that proper conduct on the part of a chief—first, to make you a promise, and then, not attempt to fulfil it?—It was the Europeans that did it, and not Kemp. It was his friends, the Government, who said, "Do not have anything to do with those quarter-acre sections; it will spoil the town."

417. How much money did Kemp receive for the sale of No. 2?—£6,000, I heard.

418. What became of the £6,000?—The money was spent; some survey charges were paid out of it; the rest was paid to lawyers. There had been litigation for many years, and £400 was owing to one lawyer, and £500 to another, and it has all gone in litigation.

419. Can you say on what particular subdivision the money was paid in respect of survey?—For the outside boundary, not the internal survey.

420. To whom was it paid?—To Mr. Palmerston.
421. Do you know now much was paid?—I do not know; payment of money has always been made secretly, so that it cannot be seen.
422. The people were not consulted with regard to the payment of this £6,000?—No; there was no occasion for them to come to the tribe to say anything about it; they had given Kemp the land; and we are not saying anything about the money or land.
423. You consider that Kemp was entitled to the £6,000?—Yes; he took into consideration all the lawyers and people engaged about the work, and we are quite content that the money should be used to pay them. Mr. Bell had £700, and never did anything for it; he went once in the train as far as Palmerston, said two words, went back, and got £700 for it.
424. I presume Mr. Bell was consulted for the purpose of opposing Wirihana and Warena Hunia?—The land was tied up in some way in the names of Kemp and Warena, and Mr. Bell was employed to untie it.
425. Do you remember who was acting for Warena at the time?—Mr. Barnicoat.
426. Who was the solicitor for Kemp?—Mr. Baker. He was our lawyer for two years; then the money was finished; then we rejected him.
427. How do you know that £700 was paid to Mr. Bell?—I saw it.
428. Who asked Mr. Bell to come to Palmerston?—Kemp employed him personally on our side.
429. How much land did Warena get out of No. 3?—One hundred and four odd acres. It is not true to say it was 105; that is a very bad lie. I ask the Commission to look and see.
430. Did they get more land out of No. 3 than the 104 acres?—That is all we got.
431. What was done with regard to No. 4?—I am not clear.
432. Who got that?—It was for Rangitane—a tribe that lived up in the mountains.
433. Do those people own that land now?—Yes; they have it still.
434. If those people were up in the mountains, how is it they hold the land?—That was the *pataka* in the mountains.
435. What was done with regard to No. 5?—No. 5 was allotted to Tamati Taopuku and Topi Kotuku.
436. No. 6 belonged to the *rerewaho*?—Yes.
437. Has anything been done with that land?—Yes; it has been let to Mr. Bartholomew.
438. For how much a year?—The people belonging to the land would know. They are being paid a royalty for the timber.
439. Was any of that paid to Kemp?—The money is in the bank for the people who own the land.
440. Why are they keeping it in the bank?—They want it to increase to a considerable sum.
441. If Kemp had paid the £6,000, would it not have done so, too?—I will not back to that.
442. What was done with No. 8?—It was given to Mere Karena, Ruahaotu, and Karena Taiawhio.
443. They managed their own business?—That is right. Kemp had nothing to do with that.
444. With regard to No. 9?—It is very wrong for Ngatiraukawa to trouble me about that land.
445. Who set aside No. 9?—Kemp.
446. With the acquiescence of the people?—Yes.
447. What became of No. 9?—I do not know. All we had to do was to lay it aside for them.
448. For what purpose?—As a place for the descendants of Te Whatanui; and they are not right after setting aside this to come bothering for more.
449. Why did you set aside this 1,200 acres?—The reason was that it was in the oath of Taueki to Whatanui.
450. Who said it should be 1,200 acres?—Kemp said so, and we all agreed.
451. Did he not say the land should be more than 1,200 acres?—No.
452. Are you quite certain that they were not to get more?—Yes; quite certain. If they say much more about it, I will take it from them.
453. So No. 9 was given to settle the claims of Taueki and Te Whatanui?—Yes.
454. For whom was No. 10 set aside?—To pay the debts of Kemp, contracted about lands on the Wanganui River.
455. Do you remember the amount of the debt?—I do not know; he did not tell us how much he owed to Sievwright.
456. Was any balance paid from Sievwright to Kemp, or was the whole 800 acres given in payment of the debt?—Yes, the whole; there was no remainder.
457. When No. 11 was cut off from the remainder of the block, where was it done—outside or inside the Court?—It was cut off outside at our meetings in 1886.
458. Were both Kemp and Wirihana present at the meetings?—Yes; they were both present, but we did not at that time know what was in the mind of Wirihana. They were constantly there.
459. Was the first proposal to vest the title in Kemp?—Yes; as a *kaitiaki*.
460. Why was it not so vested in Kemp as a *kaitiaki*?—What was desired was that he should be put in alone. Consider the length of time he had been in a similar position from 1873, and there has been no trouble.
461. No trouble for Kemp?—During the period from 1873 to 1886 they had had no trouble, and now since the land has been divided there has been continual trouble?
462. Kemp had no trouble?—He had no trouble.
463. Did you not hear that Wirihana and Warena had some trouble?—Yes; the trouble arose from Warena having been put into the title, and then the trouble came to us. Kemp said, "The land belongs to the tribe." Warena said, "No; the law has given you and me the land."
464. Did Warena as co-*kaitiaki* receive rents from Hector McDonald?—Why should that money be given to Warena, considering to whom the land belongs.

465. He did not receive any?—No.

466. Did Warena's father have a house erected anywhere on this block in his own separate right?—I do not understand what house he had built there.

467. Did he never have a house erected?—He had a *pataka* at Otaewa; and that is the only thing I know of.

468. Did he occupy it?—No; tents were his occupation.

469. Did he have any cultivations?—He cultivated no food there; he was there a very short time.

470. Did he catch eels there in the lake and stream?—No; he did not either by fishing or eel-baskets; but the people gave him some.

471. If the people gave him all this, why did they allow him to erect a *pataka*?—I do not know what his purpose was.

472. Therefore, he had a right to erect it?—If you go there, you can see the *pataka*; it is a little one.

473. Supposing we bring witnesses to say that it was a dwelling house and not a *pataka*, would you think you are mistaken?—I would say, "Let us go and see it," and you will see for yourself. It is erected on posts like a *pataka*; it is a very small place.

474. You know that Hunia came there and brought timber, and built the house—call it whatever you like?—He brought timber from the great meeting-house at Parawanui down to Horowhenua, and it was left there and rotted there, and was never required at all, because the Muaupoko objected to the erection of it; so it rotted there.

475. You wish the Court to believe that Hunia never dwelt at Horowhenua; that this was erected for food, and was not used as a dwelling-house?—I did not see Hunia living there; what I did see was, him living in a tent with his two wives.

476. Supposing I accept your invitation to go and see if there is evidence of Hunia having lived there, and we find blankets and clothing, and boxes, and so on in the house, would you say it was a *pataka*?—I did not see blankets in there, but perhaps you put them there now, for the purpose of misleading the Commission.

477. With regard to putting Warena's name into No. 11, how was it done? Was Warena invited by Kemp to have it put in, or did Wirihana insist that it should be put in?—It was by the insistence of Wirihana that it was put in as *kaitiaki*.

478. If Kawana was not a chief, why did Kemp agree to the insistence of his son that his young brother should go in, if there were no chieftainship?—It was Wirihana who insisted in putting his name in, and Kemp said, "Very well; let him come in; we do not care."

479. Then, after Warena and Kemp became owners in No. 11, there was application made to divide the block, was that not so?—Yes; there was a *Kahiti*, advertising that application, and when we got to the Court, we discovered there was nothing for us there; it was gone, because the law said they were owners, not *kaitiakis*.

480. Did Kemp, after the division of the land, offer his section of the people a Crown grant or title for any portion of that half of No. 11 which was held by him?—Kemp said, "I am a *kaitiaki*; the land belongs to the tribe." Warena said, "No; the law has given us the land."

481. Did Kemp, after the division being made, say, "There is my portion of the land for the people"?—Yes; he said so; but we did not approve of that; we wanted the whole to be given back.

482. How much did Kemp offer?—I do not know how many acres, and do not want to follow the example set to us, when we were told we would get 105 acres and did not get them.

483. You cannot say that Kemp made any offer?—No; I cannot say what number of acres he proposed to return to us.

484. Did you, on behalf of the people, ask Kemp to vest land in you or give you individual titles to any portion held by him?—No; we did not ask for individual allocation.

485. Not for the whole of the land given to Kemp out of No. 11?—No; all we asked for was to get it as a whole.

486. Considering that Kemp was on one side and Warena on the other, if the latter agreed to give back the whole land to you, what would have become of the section of the people who were cleaving to Warena?—We were all of the same request. Warena's side were asking to have the land returned to the tribe, and we were asking the same thing.

487. Were Warena's people asking to have the land held by Kemp for the Muaupoko, to be given to the Ngatipariri?—No; I did not say that.

488. Do you expect that the whole of the tribe were satisfied with Kemp's action?—Yes; Kemp always said, "The land belongs to the tribe." Warena said, "I have no tribe; the land belongs to myself."

489. If they knew that Warena wished to stand alone, why did they not object to him being put into the title?—We did not discover till long afterwards that such were his intentions.

490. When did Warena say he was going to take the whole land for himself in his own name, and ignore the people?—It was at the time when the land was divided between Kemp and Warena. Kemp said, "The land is the tribe's." Warena said, "I have no tribe; the land is my own."

491. Where did Warena say that?—I am certain he said it in Palmerston, in the Square; all the people heard him.

492. Do his subsequent actions show that his statement now is a correct one? Did not Warena offer 3,500 acres to the people?—Yes; afterwards, when he found he was in the wrong, he proposed to give 3,500 acres on the sandhills.

493. If I give evidence to show that he proposed not to give this on the sandhills, but to give a fair division of light land with sandy land, what will you say to that?—I am speaking the exact truth—that all was sand that he proposed to give to the tribe.

MONDAY, 16TH MARCH, 1896.

TE RANGI MAIREHAU'S examination continued.

1. *Mr. Stevens.*] Now, with reference to No. 14: you say that No. 9 was given to the descendants of Te Whatanui?—Yes.

2. It was cut off from No. 11—it was all one block in the first instance?—Yes; No. 14 was originally part of No. 11, but was cut off and called No. 14. It was cut off for Te Whatanui, but they would not accept it. They were not satisfied with it.

3. Then what became of it?—They accepted No. 9, in place of it, as the other block was some distance from their settlements.

4. How was No. 14 dealt with after it was refused by them?—It was taken by Kemp.

5. Supposing that the Whatanui had accepted No. 14 in the first instance?—If they had accepted it, it would have been theirs.

6. Was there any reason why they should cut off another 1,200 acres and make it a present to Kemp, if No. 14 had been accepted in the first instance?—If the Whatanui had accepted the first piece, there would have been no occasion to cut off another piece.

7. If there had been only one block cut off—supposing No. 9 had not been cut off at all—to whom would it have belonged now?—It belonged to Kemp.

8. With regard to the moneys paid by Kemp for survey, that was part of the money out of the block sold for the township?—Yes.

9. Can you give any idea of how much money he paid for surveys?—I do not know; and I do not know from whom I heard that Kemp paid money from this block for survey.

10. Was that statement made at a meeting, or did some individual tell you, or did Kemp himself tell you?—I heard it in a desultory way.

11. Therefore, your statement that Kemp paid money for survey may or may not be true?—What I said on Saturday, I say now; I heard that he had paid some part of the surveys from the money derived from that land.

12. Do you think it is true that he did?—My answer is: I did not see the money paid with my eyes, but I heard it had been paid.

13. How much was the money paid to Bell?—I was in Wellington at the time and they had a dispute over it. Bell asked for £600 for his work, and after they had a considerable dispute, Kemp gave him £500.

14. Did you not say, on Saturday, he gave him £700?—It was £700 in the first instance; Bell asked for £700 in the first instance.

15. Did you mention £500 or £600 on Saturday?—I mentioned £500, £600, and £700 on Saturday.

16. You said £700 was paid to Bell, but you did not mention £500 or £600?—I did not mention £500 or £600 on Saturday. It is in consequence of your questions to-day I mentioned it; but I did not mention it on Saturday.

17. Have you not done an injustice by saying on Saturday, £700, and to-day £500?—The question was not put to me; what I say now is, that Bell asked for £700.

18. Did you say that Bell received £700 just for two words? Was it £700 or £500 he received?—It was £700.

19. *The Chairman.*] Where was it paid?—In Wellington.

20. *Mr. Fraser.*] Have you taken a personal interest in this case since it was first before the Court? Since the partition in 1886, have you looked after your own interest or left it entirely to Kemp?—All that Kemp did was to get the land subdivided.

21. When did you first learn that you were not in the list of any divisions?—I heard it in 1886; I heard that my name was not in the list of names in the block. It was Wirihana who said so.

22. Did you take any steps to get your name included?—No.

22A. Did you consider the position of Kemp in No. 11 the same as in No. 16?—Yes; Kemp was placed as caretaker for the three blocks.

23. Were you in the Court in 1886 when these orders were made?—Yes; I was there when the blocks were divided.

23A. Were you inside or outside the Court?—I was in the Court all the time with Hoani.

24. Were you in the Court when the order for No. 11 was made?—Yes; we all assented then to Kemp's name being put in.

25. Can you explain this discrepancy: You were asked this question, "Then you were not in the Court when the order was made"? and you answered, "No"?—What I said was that I was not in the Court at the time the list of names was changed so as to put in the two names. I was not in the Court to understand that the block was given solely to Kemp and Hunia.

26. When, or from whom, did you first hear that Kemp had mortgaged No. 14 to Sir Walter Buller?—I heard it from the people, and from Sir Walter Buller.

27. That was after the mortgage had been executed?—When I heard of it, the mortgage had been completed.

28. Do you know of any member of the Muaupoko Tribe who was informed of the mortgage before it was executed?—I do not know what they heard; I only know what I heard myself.

29. You remember when the Minister and some members of Parliament came on to the block to see the land, *re* the sale by Warena?—I do not know anything about that; the Muaupoko as a whole did not see them.

30. Do you know what Natives were present when they came?—I heard it said that Hoani Puihi was there. We, the Muaupoko, did not hear of it.

31. Subsequent to the sale, you with others, objected to the survey, did you not?—Yes.

32. Because you did not approve of the line that it was taking?—No; I did not want that land sold. We objected to the survey, because we objected to the piece that was being sold.

33. Did you hear Kemp say in 1886, "Now, you people in No. 3, remember, if any of you sell your interest in this division, we shall not give you any in No. 11"?—Yes.

34. Did you understand from that that it was for Kemp and Warena to say whether anybody went into No. 11 or not?—I did not know whether the land belonged to them; I only understood it belonged to Kemp.

35. Did you understand that it was for Kemp to say whether or not any one went into No. 11?—Yes; that is the reason this land was given to Kemp. It was for Kemp to decide whether he would let any one come in or not, and who he would let in.

36. *Sir W. Buller.*] You were asked whether Kemp was put in as caretaker only in Blocks Nos. 11, 6, and 14. You said that No. 14 was for Kemp, because it was his own. Will you explain what seems to be a contradiction—was Kemp to be a caretaker in all three blocks, or only in two?—Kemp was to be a caretaker in all the blocks, excepting the one near Waiwiri—No. 14—and that was to be for himself. That piece of land never belonged to the tribe; it was simply Kemp's own.

37. You were asked whether you did not say in the Supreme Court, in reply to a question, that you were in and out of the Court, and were there when Block 11 was called on. I am going to read you the whole of your answer in the Supreme Court, and ask you whether it is true or not: "Was any thing said about No. 11?—Yes; it was decided that Kemp should be guardian of that. I do not know that Wirihana was present then. Then the matter came before the Court?—Then it was known for the first time there were going to be two. What was said?—We saw the piece of paper that McDonald gave Kemp, and Kemp suggested going to another room. We did so. Major Kemp said, 'This land I have cut up for the people—this No. 11; let Ihaia divide it amongst you.' Things had become confused on account of Warena's name being introduced. Kemp said, 'Leave that young fellow; he is a Christian.' He meant that Ihaia should distribute it amongst those who had occupation-rights. We insisted that Kemp only should be in. Wirihana insisted that Warena should also be in. Wirihana said that Warena should be as a *kaihehe*—guardian. Then what took place?—We went outside. We were angry at Warena being put in. We went out after Kemp said "Leave Warena in." We got angry, and left the room. I heard Kemp only once say that Warena was to be in. We then left the room. The names of those in the room were myself, Wirihana, Kemp, Makere, Ngatahi, Hamiora, and a number of others. Who left with you?—Makere, Te Kerei, Hamiora, Ngatahi, and a number of others; we went outside, and left the Court altogether. Then you were not in Court when the order was made?—No." Was that what you said?—Yes.

38. Was that all absolutely true?—Yes; we did not see Kemp and Warena sign their names; I did not understand that the land was solely for them.

39. Then, this is what you want the Commission to understand: you went in to hear the application for the order in Kemp's name in No. 11; and when you had the dispute, you and others left the Court, and did not come back; and you therefore did not hear the order made?—Yes; I went back; but what was done was done in English, and we did not understand it.

40. Did you hear whether the order had been made in Kemp's and Warena's names?—No.

41. From whom did you hear it?—It was said, then, that Kemp and Warena were to take care of this land for the tribe. After that, we heard the land had been given to Kemp.

42. You have been asked whether you have been consulted, or, so far as you are aware, any others of Muaupoko have been consulted, by Kemp before he executed the mortgage to me: was there any reason why Kemp should consult them?—No.

43. Have you ever heard of any member of the Muaupoko Tribe objecting to what Kemp did?—No.

44. With regard to the sale by Warena to the Government, if Warena had sold any other part of No. 11, would you have had any objection?—Yes.

45. Then, it was not because the line was in that particular place, but you objected to his selling any of the land?—Yes; any part of it.

46. *The Chairman.*] When this land was divided in 1886, was it explained to the Natives by the Court what was the effect of placing the land under Kemp's name? Were the Natives told what powers it would give Kemp?—No.

47. *Sir W. Buller.*] You have heard that Wirihana put in a list of names of those whom he was treating as the people who were cleaving to Warena, and Hoani Puihi was one of them. It has been stated that he has nothing to do with Ngatipariri. What is your opinion? Does he belong to them or not?—No; he does not belong to Ngatipariri.

48. But he is identified with that party. Is he among those who are supporting Warena?—Yes; he is one of those who are cleaving to Warena.

49. Is he married to a Ngatipariri wife?—Yes.

50. Has he gone out from Muaupoko to join these people?—Yes.

51. *Mr. Fraser.*] You have said that Kemp was in exactly the same position in No. 1 as in No. 6 and No. 14?—Yes; that was what I said in the first instance.

52. That was the position understood in 1886, was it not?—Yes; we arranged then that he was caretaker for all the blocks.

53. That he was the caretaker in each of the blocks?—Yes; he was the caretaker of the blocks, with the exception of No. 14.

54. In everyone of the other blocks he was a caretaker?—Yes.

55. Was he a caretaker in No. 10?—We gave him No. 10 for his debt to Sievewright.

56. Was it stated in open Court in 1886 that No. 14 was for Kemp alone?—I do not know what was said about that in open Court—about No. 14.

RANIERA TE WHATA examined.

57. *Sir W. Buller.*] To what tribe do you belong?—Muaupoko.
58. Where do you live?—At Horowhenua.
59. Were you born there?—Yes.
60. How old are you?—If my father had written it down, I should know; I should say about seventy.
61. Did you give evidence in the Supreme Court at Wanganui, before the Chief Justice?—Yes.
62. You heard the examination-in-chief of Te Rangi Mairehau in that Court?—Yes.
63. Did you hear his examination-in-chief here?—Yes.
64. Do you agree with all he said on Saturday?—Yes.
65. As you understand the matter, to whom does No. 11 belong?—To Kemp.
66. Is it his own, or not?—He is a caretaker for that block, for me and for the tribe.
67. With regard to No. 6?—Kemp is also in that, for the people.
68. As caretaker for whom?—For the people who were left out in 1873.
69. Is No. 14 Kemp's own, or is he a caretaker in that block?—That belongs solely to Kemp; that is his.
70. Could anyone have objected to his title there?—No; there is no one to dissent from it.
71. Could anyone have dissented if they wished?—There was only one who could have dissented from it, and that was me.
72. Did you dissent?—No; I left it to Kemp, as to my elder brother.
73. That was at the time of the Native Land Court in 1886?—Yes.
74. You have heard that Kemp has leased this land to me, and has sold a part of it to me?—Yes.
75. Have you ever objected in any way to me, or to Kemp, or to anyone?—No.
76. Have you ever demanded any part of the £100, which it is in evidence I paid it to Kemp for the piece he sold me?—No; it rests with Kemp whether he gives me anything or not; if he does not, well and good.
77. You have heard that Kemp leased the timber on the portion on the other side of the railway, on the hills, to Mr. Bartholomew, and that he got over £300 in cash. Do you disapprove of this, or does any member of the tribe?—No.
78. Did you ever ask for any part of the £300?—No; it depends entirely on Kemp. If he had chosen to give me some, well and good; I had given him the land.
79. When the Court was sitting in Wanganui, did you hear that Kemp had mortgaged No. 14 to me for £500?—Yes.
80. Did you or any member of the tribe object to that?—No; that money was paid to Mr. Edwards.
81. Have any of you objected since?—No.
82. *Mr. Stevens.*] You said that Kemp was a caretaker for the whole of the blocks: is that so?—Yes; for the blocks of which he was the caretaker.
83. Only for some of them?—Yes.
84. Not for the whole?—Not for No. 14.
85. Was he caretaker for No. 14?—Yes.
86. Why did you say, if he was a caretaker, that he could do exactly as he liked with the land without consulting you: is that the business of a caretaker.—I only know he was left as caretaker for No. 11.
87. Did you not say that Kemp could do as he liked with it, because it belonged to him?—I gave it to him to take care of.
88. You afterwards said you had given him the land to do as he liked with it?—He would have the division of it.
89. Do you know anything about the amount of money paid by Kemp out of Block No. 2 to Mr. Bell for his services?—I do not know what he did with the money, or how much was paid; money is a thing you cannot tell how it is paid.
90. Did you ever see any of Kemp's money?—No; I never saw it; I heard of it.
91. Is that the way that Kemp has held the land in trust for you?—Yes.
92. He took care of it for you by selling it and keeping the money for himself?—He sold the land, and kept the money to pay for the trouble about Horowhenua.
93. Was that trouble between Kemp and Warena?—There were numerous troubles—troubles with lawyers, and troubles here, and troubles there—and that is the way the money was spent.
94. Who was in opposition to Kemp, which necessitated his paying this money to lawyers?—It was Wirihana.
95. *Mr. Morison.*] Do you remember the troubles between Te Whatanui and Muaupoko in 1974?—Yes.
96. How were those troubles settled?—Because the land had been adjudicated upon.
97. I am speaking about the troubles after the Court, do you remember, when Kawana Hunia and others burned Watene's whare?—Yes; but I did not see it.
98. Have you heard how that trouble was settled?—I heard it was on account of the kindness of both sides; neither side fought.
99. Was not No. 9 the settlement of this trouble between Watene and Muaupoko?—Yes.
100. Do you remember coming to the Court from Wanganui in 1863?—Yes.
101. You came down with Kemp and Neville Nicholson, did you not?—Yes; Kemp sent for the Muaupoko to come to the Court at Palmerston.
102. Muaupoko only?—Hitau, Nicholson's aunt, and others.

103. *Mr. Baldwin.*] The Muaupoko had an affection for Te Whatanui after what he had done for them in the past, had they not?—The Muaupoko and Whatanui lived in peace and quietness, and then the troubles commenced.

104. When did the troubles commence?—After the death of old Whatanui.

105. The tribe had an affection for old Whatanui for the assistance he had rendered them against Te Rauparaha?—No.

106. Did not Te Whatanui assist them against Te Rauparaha?—When he came down here we found him fighting against Te Rauparaha.

107. Did not Te Whatanui assist Muaupoko against Te Rauparaha?—They were not saved by Te Whatanui.

108. In connection with No. 9, the persons for whom it was to be given were left entirely to Kemp, were they not?—Yes; it was left for Kemp to give to whoever he chose; it was given to Kemp for the people; it was given to Kemp, and he gave it to the descendants of Te Whatanui.

109. It was for Kemp to say to which of the descendants he would give it?—Yes; we had nothing to do with it; we gave it to Kemp.

110. *Mr. Morison.*] Are there any of the descendants of Te Whatanui living on this land now?—Yes.

111. Who are they?—They are living on No. 11—Hitau and Hema Winiata and others.

112. The latter is Nicholson's sister?—Yes.

113. *Kipa te Whatanui.*] Can you tell where on this land the plantations of Te Whatanui are?—Yes; they are in the 100 acres awarded to them by the Court.

114. Were there not other plantations outside of this 100 acres?—I do not know.

115. Do you not know that Te Whatanui had plantations at Kohutoroa?—I do not know.

116. Do you not know that after the death of Te Whatanui in 1869 Watene went on these plantations?—Yes; I know that; the Muaupoko were there and the Ngatipariri.

117. Were not the houses that Kawana burned on this land?—Yes.

118. Are not Te Mairi, Kawakawa, and Patuitui plantations that belonged to Te Whatanui?—I do not know that those were Whatanui's.

119. If it is proved that the Court named those places, would it be correct?—I do not know; I know nothing about them.

119A. Do you know plantations at Rakauhamama, an eel-weir?—I know nothing about it.

120. If Kawana had known these places did not belong to Te Whatanui, would he have burned them?—The houses that were burnt belonged to Te Puke.

121. Was that Te Puke of Ngatiraukawa?—Yes.

121A. Were all these lands within the lands that were leased to Hector McDonald?—I do not know.

122. Do you not know that from the mouth of the Hokio on to Raumatangi, and on to Mahoenui, turning to Rakauhamama and back, included the land that was leased to Hector for twenty-one years?—Yes.

123. Is not the 1,200 acres within the piece of land leased to Hector?—Yes.

124. Was it not since the Court that sat in 1873 that the land was given to Kemp, and taken away from these other people?—Yes.

125. It was then settled that Kemp should give 1,200 acres to the descendants of Te Whatanui?—Yes.

125A. But before the year 1873, Kemp had no right or say to this land?—I have a right there, and Kemp has a right there.

126. When this land was leased to Hector for twenty-one years, did any one of you go and object to his having it?—Yes; I went up there and killed some cattle, and we tied up some sheep.

127. Did Te Whatanui lease this land to old Hector before he died?—Yes; in 1869.

128. Did not Kemp give No. 14 to the descendants of Te Whatanui?—Yes.

129. Did not the descendants of Te Whatanui say they would not have this block—that it was not their land?—Yes; they wished to be placed on the land that originally belonged to them, where their eel-weirs and cultivations were.

130. Were their eel-weirs and cultivations, and so forth, on the piece of land that was afterwards given to them?—No; Kemp arranged all that; it was by his consent that they were left outside.

131. If it had been left to the descendants of Taueki to do this, would they have forgotten the teachings of their own ancestors?—What they left to the descendants of Taueki was the 100 acres given by the Native Land Court.

132. Is not Kemp always carrying out the conditions of the Treaty of Waitangi?—Yes; but he did not understand that this block had anything to do with it.

133. Do you know the trouble that took place between the Muaupoko and the Ngatiraukawa on this block after 1873?—Yes.

134. Do you not know that it was in consequence of this trouble that the Government sent to Mr. Booth to tell the opponents to come back to Otaki?—Yes.

135. Do you not know, that in consequence of this, Sir D. McLean said this trouble was caused by very silly and selfish action, and that he would give them 300 acres to settle it?—Yes.

136. Do you not know that this land was given for the purpose of ending all the troubles?—Yes.

137. Were the plantations and eel-weirs and settlements and houses of these people included in the 1,200 acres given to them?—It was left to Kemp.

138. Was not the piece left outside belonging also to Te Whatanui?—That was my piece.

139. Did you obtain your right to that piece after 1873?—They tried to do away with my right in 1873, but failed to do so; they did away with their own claim.

140. If I had a horse, and someone else stole it, and sold it for money, and I afterwards saw my horse in the possession of the man who bought it, would not the law give it back to me?—These questions have nothing to do with the case. I will not answer them.

141. Do you not know that Hene Matoria is on the land outside?—Let her go back upon the land given her by the Crown.

142. *Mr. McDonald.*] Have you been told by anyone what answers you are to give to certain questions before this Commission?—No; what I have said is from myself.

143. I heard you say that Kemp was a caretaker for No. 11?—Yes.

144. You say it was for him to say to whom this land was to be given?—Yes.

145. You are quite sure that is your answer?—Yes.

146. Did you hear Kemp say in 1886 to you, and to all the Muaupoko, that if they sold their land in No. 3, they would get none in No. 11?—That was given as a warning; because, if they sold that land they would have no other land.

147. Did you hear that warning given?—Yes; he told me that, if I sold my land, I should have no other land elsewhere.

148. Do you expect Kemp to give you any land in No. 11?—Kemp has said he is caretaker, and the land belongs to the tribe. He will give me some.

149. Supposing he does not give you any, what will you do?—I am alive, and so long as I am alive he will give me some of the land.

150. But supposing he does not?—I cannot answer that; he will certainly give me some.

151. Supposing you were to die, would he give any land to your heirs?—If I left any children, Kemp would look after them, and if I left none that would not be his fault.

152. Do you understand that this matter is absolutely in Kemp's hands to give or not to give land in No. 11?—The land was given to Kemp to divide amongst those people who had lived there.

153. Is it for Kemp to say who those persons are?—Yes.

153A. You are quite clear about that?—Kemp will give it to the people that he selects.

154. You were at the Court of 1886: do you remember the discussion or talk about the 4,000 acres that was to be sold to the Government?—Yes; it was Kemp's idea to have a township.

155. Do you remember it being stated to you and the Muaupoko that you were to get quarter-acre sections returned to you out of this block?—Yes; I heard that. Every quarter-acre in ten was to be for the Natives.

156. Have you got any of those quarter-acres back?—I do not know whose fault it was; perhaps it was the fault of the Government; but we have not got them.

157. Did you hear also that the surveys would be paid for out of the price of this land?—No; I do not know anything about that.

158. Have you leased your 105 acres in No. 3?—Yes.

159. Did you have to pay for the survey of that 105 acres out of your rent-money?—Perhaps I did; I do not know.

160. To whom did you lease your land?—To Mr. Stuckey.

161. How much rent do you get for it?—1s. 6d. an acre.

162. Did you get the first year's rent?—Yes.

163. Was the money for the survey taken out of the rent?—All I know is, that he has got the land, I have got the money, and I suppose he has to pay for the survey.

164. You make no question of the title to the land for the township?—Who else has got it?

165. Do you know what price Kemp got for the land?—I heard he got £6,000; I only saw the shadow of the money.

166. Did you get any of that money at all?—No; I left the money to pay for Horowhenua. I did not get any of it. How else could I pay the lawyers and other people, if I had had the money too?

167. With regard to No. 14, it has been said, over and over again, that was cut off for Ngati-raukawa, and they would not take it?—Yes.

168. Was it, then, given to Kemp by you to the Muaupoko?—Yes.

169. Where did you give it?—At Palmerston; we gave it to him, but it was his own land.

170. When did you give it?—It was at one of the Courts held there.

171. Which of the Ngatiraukawa refused it?—Neville Nicholson; he said it was bad land.

172. Did you cut off this land to give it to Nicholson? Was he the person who was to get the land?—That was the piece of land that was given away by Kemp.

173. I want to know every person who refused the land?—The whole of them would not have it.

174. The whole of who?—The people would not have it; that is all I can say.

175. Was the land to be given to Nicholson?—It was given for the descendants of Te Whatanui.

176. How do you know that the descendants of Te Whatanui refused it?—I heard it from themselves.

177. From whom did you hear it?—I am not going to tell you. I have said they would not have it, and that is all I will say about it.

178. No. 12 was allotted to Ihaia Tauaki, was it not?—Yes.

179. Was Ihaia present at that meeting at Palmerston, in 1886?—Yes; but he did not go into Court; he was living in a house at Palmerston.

180. When you gave this land to Ihaia, did you tell him what he was to do with it?—I had some idea of putting myself in that block, but I thought, if I did, I would sell it; that is the reason why we gave it to Ihaia.

181. Did you tell Ihaia what he was to do with the land?—We gave it to him because he had been dumb, and we told him to take care of it; I personally told him that he was to take care of it.

182. Did anybody else tell him that?—The tribe agreed to give it him, and Kemp agreed.

183. Was it given him as a caretaker?—Yes; Ihaia got up and said, "Very well; if I die, what is to become of the land?"

184. Can you tell us who he was a caretaker for? Can you give a list of the persons?—He was caretaker for the tribe.

185. For the whole tribe?—That would depend on himself.

186. The land for the railway-line was given absolutely to Kemp?—I do not know about that.

187. No. 10 was given to Kemp absolutely?—Yes; it was.

188. Do you expect to get anything out of that railway-line?—I do not know.

189. You make no claim?—I do not know that I have any right in that land.

190. You have nothing to say about these small pieces—4, 7, and 8?—No.

191. You are an older man than Kemp?—Yes.

192. Were you in the Court in 1873?—Yes.

193. Was not the reason that Kemp was made a trustee for you all on that occasion, that he had experience in European customs and manners?—The whole of the tribe selected Kemp.

194. For the reason I have stated?—No; he was a man who understood our customs.

195. Was that not one of the reasons?—Yes.

196. *Ropata Ranapiri.*] In reply to a question, if it was the whole tribe that selected Kemp to conduct these lands in 1873, you replied that the reason they selected him was that he understood about Native customs, and about European customs?—Yes.

197. And you found no fault with the way he conducted the proceedings after 1873?—No; we found no fault.

198. Would you have found fault with Kemp if he had given a part of this land to outsiders, such as the Ngatiraukawa?—Yes; I should have been angry.

199. But you had already given the whole thing into Kemp's hands?—The land had not been divided in 1874.

200. I am talking of Kemp's arrangements with Ngatiraukawa in 1874?—I assented to Kemp giving some of the land to Ngatiraukawa.

201. I am not talking about what Kemp may do now, but about what he did then, after 1874, and the land he gave away to other people before this land was surveyed. Did you find fault with the arrangements made by Sir Donald McLean and Kemp after 1874?—I heard they gave 1,200 acres to Ngatiraukawa, and I was not angry, but thought it was quite right; but I am not agreeable to give any more land. I would not disagree to anything that Kemp had done that year; what he did was perfectly right.

MAKERE TE RANGIMAIREHAU examined.

202. *Sir W. Buller.*] To what tribe do you belong?—To Muaupoko.

203. Where do you live?—At Horowhenua.

204. Do you remember giving evidence in the Supreme Court at Wanganui in 1894?—Yes.

205. And Te Rangi Mairehau gave evidence there also?—Yes.

206. You have heard the evidence of Te Rangi Mairehau before the Commission: do you say that the whole of it is true?—Yes.

207. Was it substantially the same evidence as you heard him give previously at the Supreme Court?—Yes.

208. With regard to Block 4, you were present at the Native Land Court in 1886?—Yes.

209. You took part in the deliberations there of the tribe?—Yes.

210. You are the Makere who went into a room off the Court with Kemp when there was a little difficulty in Court about No. 11?—Yes.

211. What was done with Block 11 at that Court?—It was given to Kemp.

212. For what purpose?—Because he had a claim on the land.

213. Why was it given to Kemp and Warena? For themselves or for someone else?—The land was given to them by the Court to take care of for the tribe—for Muaupoko.

214. And the block of 13,000 acres was given to Ihaia Taueki: was it for himself or as caretaker?—It was given to him in the same way that blocks were given to Kemp and others—to take care of for the tribe.

215. Was the 4,600 acres on the other side of the railway-line given to Kemp?—Yes.

216. For whom?—It was given to Kemp to take care of.

217. For those who were left out in 1873?—Yes.

218. And when the Ngatiraukawa would not accept Waiwiri, what became of it?—It went back to Kemp.

219. For himself or as a caretaker?—I do not know who it was for—whether it was for Kemp alone.

220. Do you object to Kemp having it for himself?—No.

221. Have you heard of the leases to myself and Mr. Bartholomew of this land?—Yes.

222. Did you ever disapprove of those leases?—No; I found no fault with them.

223. Have you ever asked for or expected any of the rent?—No.

224. Did you object at any time to the sale by Kemp to me of a portion of this land for £100?—No.

225. Have you ever heard any of the Muaupoko object?—I have not.

226. You have heard of the mortgage by Kemp to me for £500 of this land. Have you ever objected to that mortgage?—No.

227. Have you ever heard any member of the Muaupoko objecting, either then or since, to that mortgage?—No.

228. With regard to Hoani Puihi, does he belong to you, or has he thrown in his lot with the Ngatipariri, who have Warena as their head?—He belongs to Ngatipariri.
229. *Mr. Morison.*] You told the Commission that some land was given to Te Hapai and others. Did you mean by Te Hapai, Ema Winiata?—Yes; that woman sitting there.
230. Her brother is Neville Nicholson?—Yes.
231. How long have you been living on this land?—My ancestors lived there; I was born here and have lived here all my life.
232. Can you say what circumstances or events led up to this land being given to Te Hapai and others?—The reason the land was given to them was because of the residence of the old Whatanui here. They reside here because of their ancestor Te Whatanui.
233. The land was not given them by the Court?—They were residents on the land, and the Court confirmed it.
234. I am speaking about the 1,200 acres—not the 100 acres?—Yes; Kemp gave that.
235. What were the events that led up to Kemp giving them this?—It was in consequence of the trouble amongst us.
236. Between whom was the trouble?—Watene went and resided at Kohuturoa, and we went and burned his houses. The trouble arose from that. During the time of the old Whatanui there was no trouble; the trouble was not with the old man, but among his descendants.
237. Then Watene was one of his descendants; and it was in consequence of this trouble that this land was given by Kemp to these people?—Yes.
238. Do you know Rakauhamama and Mahoenui on this land?—Yes.
239. Who occupied the land to the south of these places before the burning of the whares?—I do not know; but the people who were working there were Te Paki and others.
240. Do you know any of the others besides Te Paki?—No; I can only recall Te Paki.
241. *Mr. Baldwin.*] With regard to this 1,200 acres, who was the settlement of this dispute left to? To Kemp, or to whom?—It was left to Kemp.
242. This 1,200 acres was given to Kemp to give to such persons as he thought fit for assisting with the troubles?—Yes.
243. Was it left entirely to Kemp to say who were the persons who were to have this 1,200 acres?—Yes.
244. During the time of Te Whatanui there was no dispute about this land at all?—No.
245. The first dispute arose in 1871, when Watene's first house was burned?—Yes; and there was trouble also before that.
246. With whom was the trouble before that?—It was because of the cattle.
247. Did the Muaupoko object to the lease to Hector McDonald?—Yes.
248. Kemp said there was no dispute?—There was one.
249. But the main trouble arose in 1871 with Watene?—It was about Hector's cattle first, and then came Watene's trouble.
250. Was the objection to Watene's lease north or south of the Hokio?—It was to all the land that was leased by Whatanui to Hector.
251. Did he not hold that lease right up to the death of Te Whatanui?—No; his cattle were killed.
252. By whom?—I myself and some others, killed them down at Mokomoko; we killed a bullock.
253. Was that during the lifetime of Whatanui Tutaki?—Yes.
254. Was it shortly or a long while before his death?—The cattle were killed some time before his death.
255. Did not Hector continue to graze his cattle there right up to his death, after the killing of the cattle?—Perhaps; they made a disturbance about the lease.
256. Do you remember the big meeting in 1871, between Muaupoko and Ngatiraukawa, about the boundaries?—If it was the meeting at *kupe*; I know all about that.
257. Do you remember the meeting adjourning, to send for Hini Matoria and Pomare, from Auckland?—I do not recollect it.
258. *Mr. Stevens.*] You said, in reply to Sir Walter Buller, with regard to the Waiwera Block, that you did not know whether that block was given to Kemp alone?—Yes; but I said, after that, that it was given to him for himself.
259. Why was it given to him for himself?—Because he was chief of that place.
260. With regard to the 4,000 acres sold for a township?—It was arranged among us all to give that to him.
261. Was that for the same reason—that he had a special right to that place?—Yes; he was a chief, and he was also the man who was conducting our affairs.
262. Did the same apply to No. 10, that was given for the purpose of settling Sievwright's account?—Yes.
263. Had Kemp cultivations on all those three blocks?—Yes; his father had.
264. He had cultivations, then, over the whole of these three places?—It does not matter whether his plantations were over there and he resided here—he was always in it.
265. Was Kaewa in this block as well?—She was away over there at Waikawa, Waiorongami, and Waitohi, and other places.
273. Did Kemp's father not live there also?—Sometimes he would be there.
274. Did not Kaewa live here more permanently than Kemp's father?—No.
275. Supposing a witness proves that what you state is a mistake, what will you say?—They will say what they will say, and I will say what I say.
276. If Kaewa was not here, why was Kaewa's son brought from Wharangi and buried on this block? Was it because his father had a claim to the land?—No.

277. It is customary for all the *tupuna* to be buried on strange soil?—If I died at another place I should be buried there, and my relatives would come and bring my bones back to my residence.

278. In this case, he was brought here for the purpose of being buried by his relatives?—Yes.

279. Why did you say Kaewa had no interest in this land?—She was born over there.

280. Was Kemp not also born over there?—He may have been. I do not know.

281. Then neither Kaewa nor Kemp were born on this land?—I agree to that. I did not hear that Kemp was born here.

282. Therefore, the claim of Kemp would be equal to that of Kewa in this respect?—I do not know.

283. Did you get any of the money for the 4,000 acres?—No.

284. Do you know what became of it?—I understand it was used in paying off the surveys.

285. To whom was the money paid?—I suppose Kemp paid it.

286. To what surveyor?—I do not know.

287. Do you know Mr. Palmerston?—Yes.

288. Did you see him surveying down here?—Yes; and Mr. Scott.

289. There were two surveyors; is that not so?—Yes.

290. Do you know whether Kemp paid part of the £6,000 to either of those persons for surveying?—I heard so.

291. Did Kemp tell you he had paid it?—Yes. Kemp said the money this land had been sold for was spent in paying for the survey.

292. Did you sign a document agreeing that No. 14 was to be for Kemp?—I did not; the only assenting was by word of mouth.

293. Did you sign any document in which you expressed your satisfaction with what Kemp had done in the matter of the whole block, including No. 14?—Yes.

294. Did you sign that before the lease was made or after the lease was made to Sir W. Buller?—I do not know.

295. When did you sign it?—I do not know.

296. Where did you sign it?—Either here or at Otaki—I forget which.

297. Was it a week ago, or a year ago, or how long?—It was a long time ago; I do not know how long.

298. How do you know that you signed it, if you do not know where or when you signed it?—I do not know what the date was, but I recollect signing my name to the deed.

299. Were you friendly or unfriendly with Kawana Hunia when he was alive?—Kawana and I were at variance.

300. Were you at variance with each other on the occasion of the burning of the houses?—I had trouble with him before the houses were burned, and I had trouble with him afterwards, and when he had brought the timber on the drays.

301. Did Kemp pay you any part of the rent he received from Hector?—Yes; £1,000.

302. Did he pay it you alone?—Yes; it was given to me, and I brought it to Horowhenua.

303. To whom did you distribute the £1,000?—I divided it amongst Muaupoko, to whom the land belonged.

304. Did you give any to Warena or Wirihana?—No.

305. Are you sure that £1,000 was from the rent?—Yes.

306. Then you got none of the money for the 4,000 acres for the town?—No.

307. How much was that money?—I do not know.

308. That £1,000 is all the money you received for rent or the sale of land?—That was the only money from the rent I received.

309. And you did not receive any from other sources within the block?—No.

310. *Mr. McDonald.*] In regard to Block 11, it was awarded to Kemp and Warena by the Court?—Yes.

311. What was the condition upon which it was given to them?—The reason it was given to them in their names was that they were to be caretakers of it for the tribe—what you Europeans call trustees, and what we call caretakers.

312. Were they to be caretakers for the whole tribe?—Yes; for the Muaupoke.

313. Do you remember some land being set aside on the hill for Hoani Meihana, Peeti te Aweawe and Tamatea Tohu?—Yes; they were put as in a *pataka*.

314. Are Kemp and Warena trustees for the three persons in Block—?—Yes.

315. You say that Kemp and Warena are trustees for the whole tribe?—That place up there was the land for those people.

316. Can they come down out of that *pataka* under the caretaker plan into Block 11?—No.

317. Then you do not say that Kemp and Warena are caretakers for the whole tribe?—He kept the land for us—for Muaupoko.

318. What I understand you to say is, that they were caretakers for you as the residents of this land?—Yes; those whose fires were alight upon the land.

319. But not for those who had been *pataka* up on the hills?—No; they would be their own trustees.

320. That is all they are to get out of this block?—Yes.

321. Can you furnish the Commission with a list of those persons whom you say have a right in No. 11?—Yes; when Kemp comes back.

322. You remember the township that was to be sold, and the quarter-acre sections you were to get?—Yes; and the persons who destroyed that were yourself and the Government.

323. You did not get your quarter-acre sections?—No; I have not, and it is all your fault and that of the Government. All of us understood that we were to get certain quarter-acre sections in the township; but the Natives never got any.

- 323A. Have you leased your 105 acres in No. 3?—Yes; I have leased it to Mr. John McDonald.
324. How much rent do you get a year?—If I get £10 or £20, what is that to you? Some times I ask for £10 or £20; sometimes I get it, and sometimes I do not.
325. Was there any deduction made from that money for the survey?—Yes; there was some kept back from the rent to pay it.
326. Who told you it was I who prevented you from getting your quarter-acres?—I make the accusation myself, because you were directing the proceedings at that time.
327. It is only your own suspicion—no one told you?—No; it was my own idea.
328. You said you would give a list of the persons you considered were entitled to Block 11 when Kemp comes back. I should like to know what you think about it?—I cannot do so.
329. Is Hoani Puihi entitled to land in Block 11 under the trust?—He is not in the list of the *rerewahos*; he is not entitled.
330. Would Peene Tikara be entitled, in your opinion?—I do not know, as the land has not come back, whether he would be entitled or not. The certificate has not been returned for us to know who is to be put in; those names are on Warena's side.
331. Is it for Warena to provide them with land?—It is for Warena to say whether he will give these people land.
332. Is Ruka Hanuhanu entitled?—We do not know, as the land has not been returned to us, who is to be in or not.
333. You are the wife of Te Rangi Mairehau, are you not?—Yes.
334. He told the Commission on Saturday that he was a great chief; is that so?—Yes.
335. Would he not know—if you do not—who are the proper persons entitled to an interest in Block 11?—Yes; he knows.
336. If Kemp is a caretaker, will he be entitled to any land himself in Block 11?—If he says he has a claim he will have a claim.
337. And what he gives to each person that person must be satisfied with?—Yes.
338. If he gives you a piece of land you will accept that in full of all your claims?—Yes; I will take it.
339. *Mr. Morison.*] Rangirurupuni is dead, is he not?—Yes.
340. When he was alive, was he a man who knew well the boundaries of the Muaupoko land?—I do not know.
341. Would Wirihana Paeroa know the boundaries?—I do not know; he was a young fellow.
342. *Kipa te Whatanui.*] Were you at the Court at Palmerston in 1886?—Yes; I was.
343. Did you see Pomare and Hene Kipa and myself there?—Yes.
344. Did you hear the 1,200 acres proclaimed for the descendants of Te Whatanui?—I do not know about it.
345. Were Pomare and Hene Kipa descendants of Te Whatanui?—Yes; they are descendants of the old Whatanui.
346. Did you not see them both go to Kemp in the house they were living at in Palmerston?—Yes; I saw them there, but they did not come to our house—to the Muaupoko House—at Palmerston.
347. Did you not hear Hene Kipa and Pomare say to Kemp that they would not have the land at Papaitonga for the descendants of Te Whatanui?—Yes; I heard that about the land by the railway. They did not wish for this land; they wished it brought nearer Horowhenua. It would have been right to give us this land near Horowhenua, because that was the land of our ancestors; that was the residence of the old Whatanui.
348. Were the cultivations and the eel-weirs, and houses inside the 1,200 acres that was given?—The land was given within 2 chains of the stream.
349. If it is found that this land is 20 chains away, what then?—I have nothing to do with it; that would be Kemp's business.
350. Do you know the year that Whatanui Tutaki died?—I was present at the death of Whatanui.
351. Do you recollect that after that time there was a committee about making the house at *kupe*; do you know that the committee was adjourned until Pomare arrived?—I did not hear that the committee was to be adjourned till Pomare arrived.
352. Did you not see myself and Pomare and Hene Kipa go to the meeting at *kupe*?—Yes.
353. That was in the year 1870?—I do not know.
354. Did not Pomare say that you ought to all stay constantly on the land that you were settled on—the piece of land that was given to you by Whatanui?—I do not know.
355. When Pomare went back to Auckland he left myself and Hene Kipa?—Yes; but you did not belong to the land; you were living at Otaki.
356. After Pomare went back to Auckland there was trouble here, in 1871?—Yes.
357. If you had known the true descendants were living close to you, you would not have made any trouble, would you? If Pomare, a true descendant of Te Whatanui, had been living near you, you would not have interfered with him?—If he had not caused trouble, we would not have caused trouble to him.
350. You knew that Te Whatanui had leased this land to Hector?—His lease was not a valid one; for I killed his cattle.
359. *Ropata Ranapiri.*] When this land was before the Court in 1873, the Court awarded it to Muaupoko, did it not?—Yes.
360. Before the Court sat in 1873, there was trouble between you and me—the Ngatiraukawa.—Yes.
361. After the Court had sat in 1873, was there not also trouble between you and Muaupoko and me—the Ngatiraukawa?—Yes.

362. In 1874 the troubles between Muaupoko and Ngatiraukawa were arranged and settled by Sir D. McLean and Kemp, were they not?—Yes.

363. Was not all that Kemp arranged after 1874 about these trouble agreed to by you and the Muaupoko?—Yes.

364. You have assented now to what Kemp did on that occasion for Muaupoko. Did you assent to what Kemp and McLean did on that occasion?—Yes.

TE RANGI MAIREHAU recalled.

375. *Mr. McDonald.*] You say that Kemp and Warena were trustees in No. 11?—Yes; I said that they were the caretakers.

366. You know there were 143 persons registered at Foxton in 1873?—Yes.

367. And there were 44 persons inadvertently omitted?—Yes; that would make altogether 187 persons?—Yes.

368. Do you wish the Commission to understand that Kemp and Warena were caretakers for all these persons?—We did not consent to Warena being a caretaker; we only assented to Kemp.

369. If Warena was not a caretaker, what was he?—Kemp put him in to be a co-trustee with himself, but it was not what the tribe consented to.

370. Then Kemp alone is the person you look to as a trustee?—Yes; down to the present time.

371. So Kemp is a trustee for all these 187 persons?—He has divided these people and given them land elsewhere.

372. It is for Kemp to say who was to be in this block?—Yes; those that he is pleased to put in, will be in.

373. And that will content you?—Where will be the harm? I will not be against it.

374. You will be content with what Kemp gives you?—Yes; I shall have some land then.

375. Has Kemp promised you some land there?—It is now under the European law; it is not divided, and until it is divided it will not be apportioned out.

376. It is for Kemp to divide it?—Yes; he will divide it and give each person his own portion.

377. Did you hear that certain parts of Block 2 were to be returned to Muaupoko?—Yes; according to what you two said, but when we got to Wellington, we found it was not so.

378. Do you mean by "you two" myself and Kemp?—Yes; according to what we had been told by you we were to receive it.

379. Have you got those portions?—No; as I said before, the Government have seized it.

380. Who told you that it was the Government?—Kemp told us that it was the fruit of the Government, and we understand that it was so.

381. Did I ever tell you so?—No; we were quarrelling with you at the time.

382. Why were you quarrelling with me?—You had acted deceitfully about this matter, and so we got no land.

383. Who told you that?—My own intelligence. You never came back and told us that the thing now wore a different aspect.

384. You got 105 acres in No. 3, did you not?—Yes; but it was only 104 acres odd.

385. Have you leased that?—Yes; I have leased it to Hector McDonald.

386. You have got the rent?—Yes.

387. Was anything stopped out of your rent for the survey?—Yes.

388. Did not I tell you at Palmerston in 1886 that the money for No. 2 would pay for all these surveys?—If you had told me I should have recollected it; I do not forget.

389. *Mr. Baldwin.*] It was left to Kemp entirely to settle up No. 9?—Yes; and the other land also.

390. It was entirely in his discretion who he put into the land?—Yes.

391. *Mr. Morison.*] You know a burial-place called Otawhaowhao?—Yes.

392. Is it not looked upon as belonging to Ngatihua?—Yes.

393. And the Muaupoko, I understand, would have no objection to the Ngatihua having that cut off for them?—No; they would not consent to that.

394. Has not Kemp agreed that they should have that piece?—I have never heard.

395. But if he does consent, you will not object?—Yes; I will object.

396. Have the Ngatihua got eel-weirs all over the lagoons on the north side of this block?—They were our eel-weirs that were up there; but the lagoons have all dried up.

397. Did not Ngatihua use them?—They went to another place to get them.

398. What were the names of the places they had of their own?—I could not tell you.

399. Was Parekawau one of those places?—That is a burial-place.

400. And Ngakawau and Ngakawanui?—No; the latter belongs to Kemp.

401. But used not the Ngatihini to get eels there?—No.

402. Did they not get them at Ohita?—No; those are close to our settlements.

403. Did they not get eels at Whaingai?—No; they did not; they went on the other side of Kopuapangapanga to get eels.

404. Did they not get eels at Kaimakariri?—No; that was our place; but they got them at Whareotaki.

405. If you admit that this burial-place belongs to Ngatihua, why will you not agree that they should have it?—It was our burial-ground, and only lately the Ngatihua buried some people there.

KEREHI TOMU examined.

406. *Sir W. Buller.*] To what tribe do you belong?—Muaupoko.

407. Where do you live?—At Horowhenua.

408. Where were you born?—At Horowhenua.

409. Have you lived there all your life?—Yes; since I was born.

410. Did you take part in the Land Court investigation in 1873, at Foxton?—No; I did not go; I was ill.
411. Did you go to the Court in 1886?—Yes.
412. You cannot speak of your own knowledge of what happened at the Court in 1873?—No.
413. You heard Te Rangi Mairehau's evidence on Saturday, respecting the Division Court of 1886?—Yes.
414. You heard his account of all that happened on that occasion, both outside and inside the Court?—Yes.
415. Is that account true?—Yes.
416. Did you attend the Supreme Court in Wanganui in 1894 and give evidence there?—Yes.
417. Did you hear the evidence given by Te Rangi Mairehau on that occasion?—Yes.
418. Was his evidence substantially what it was here on Saturday?—Yes; exactly the same.
419. And the evidence you gave on that occasion was substantially the same?—Yes.
420. With regard to Block 11—the land we have been told was vested in Kemp and Warena—Kemp put Warena in, and that was the order of the Court. For whom did Kemp and Warena hold that block—for themselves, or for some one else?—They held it for others.
422. For what tribe?—Muaupoko.
423. For the whole of the Muaupoko?—Yes.
424. Do you include in that "whole" the people who were "pataka'd" up in the hills, or are they Rangitanes?—No; that was all they were going to have; they were to have nothing else but that.
425. Were they Muaupoko or Rangitanes?—They were Muaupoko, Rangitane, and Ngatikahungunu.
426. But they were not residents who had kindled fires on the land?—No.
427. The land was vested in these two chiefs as caretakers by those people, of whom you are one?—Yes.
428. With regard to the block containing 4,600 acres—No. 6—that was put in Kemp's name—for whom?—For the members of his tribe who had been left out of the certificate of 1873.
429. Then when the descendants of Te Whatanui refused to accept the 1,200 acres—Waiwiri—what was done with it?—It was leased to you.
430. Before that, to whom was it given?—To Kemp.
431. By the people, with their general consent?—Yes.
432. For himself, or to take care of?—He would put what people he choose in it.
433. He was to do as he pleased about that?—Yes.
434. Have you or any member of your tribe ever objected to the lease of that land to me?—No.
435. Have you or any member of your tribe ever asked me for a share of the rent, or have they ever asked it from Kemp?—No.
436. Have you ever objected to the sale by Kemp of ten acres to me for £100?—No.
437. Nor any member of your tribe?—No.
438. You have heard that Kemp mortgaged the whole of that land to me for £500, advanced to Mr. Edwards?—Yes.
439. Did you or any member of your tribe object to that mortgage when you heard of it?—No.
440. Then all the arrangements, divisions or distribution of money, and dispositions of every kind were conducted by Kemp from first to last?—Yes; except the first lease to Hector McDonald before the subdivision.
441. And so far as you know, has the Muaupoko Tribe been always a consenting party to what Kemp has done from first to last?—If there had been anyone to say anything against it, it would have been said.
442. Do you remember my coming to Horowhenua about October, 1892, to meet the tribe and talk about their giving Kemp a general deed of release and discharge, admitting that they were satisfied with everything?—Yes; you came.
443. Was that a full meeting of the Muaupoko?—Yes; of Kemp's people.
444. Who were absent from that meeting?—Warena's side—the Ngatipariri.
445. Was Hoani Puihi at that meeting?—I did not see him there.
446. What is Hoani Puihi, in your opinion? Is he Ngatipariri, or is he only bound up with them?—He went to Ngatipariri and stayed with them; he is Ngatipariri.
447. Do you remember my then explaining to you fully what it was proposed you should do—give Kemp a full quittance of everything?—Yes.
449. Was there a licensed interpreter with me at that time?—You were the interpreter.
450. Was Hector McDonald there?—Yes.
451. He is a licensed interpreter?—Yes.
452. Did that *korero* end in their all signing a deed which was explained to them by myself and the licensed interpreter?—Yes.
453. Is that your signature?—Yes; I wrote it myself. [Deed of release produced, marked F.]
454. You have heard that deed read to the people?—Yes.
455. Was that deed executed in a hurry? or did we have a full talk about it?—It was deliberately done.
456. Was Kemp at the meeting when I submitted to you that deed and asked you if you would execute it?—No.
457. Did Kemp ask you, or, so far as you know, any member of the Muaupoko Tribe, to execute that deed, or was it entirely my doing?—You came up to see about it—not Kemp.
458. Do you remember one of the solicitors in the Supreme Court at Wanganui saying that he heard Kemp had paid £1,000 to get the signatures to that deed? Is that true?—I do not know that Kemp offered to pay us to do anything about it.

459. Did he or I pay you or any one else sixpence to sign your names to that deed?—No ; never a sixpence.
460. It was entirely a voluntary act on your part—the signing of that deed?—Yes.
461. Was a translation of it read over to you by Hector McDonald, a licensed interpreter, at the time, before you signed?—Yes.
462. Kemp was not at that meeting, and therefore the people were able to talk freely in his absence?—Yes.
463. Did you, or any of the Muaupoko in your hearing, say a word to me about Waiwiri as to its being given back to the people?—I did not hear them.
464. Or at any time subsequently?—No.
465. *Mr. Morison.*] Do you remember the burning of Watene's whare at Rakauhamama?—Yes.
466. Did that lead to trouble?—Yes.
467. How was that trouble settled?—The Government settled it.
468. How did they settle it?—They took it to the Government, and the Government settled it.
469. What did the Government do to settle it?—Kemp and McLean arranged that a block of 1,200 acres should be given to the descendants of Te Whatanui.
470. Were any of them living on the land at that time?—Yes.
471. Who were they?—Te Hapai, Te Hitau, and Caroline.
472. Any one else?—Waratini and Watene.
473. Were any of the brothers of Te Hapai there?—Yes ; Aohau and Rere.
474. Who were living to the south of Rakauhamama then?—There was no one residing on that part of the block, but when they wanted eels they used to go and get them. Te Puke used to go.
475. He did not go alone for eels, did he?—His children went with him.
476. As a matter of fact, the Muaupoko had no kaingas south of the Hokio Stream?—Yes ; they had.
477. Will you name them?—Kohutoroa and Kuaotunu.
478. Who were living at Kohutoroa at that time?—Tamati Wakamaunu and his children.
479. They were living with Watene, were they not?—Yes.
480. They lived at Taua, did they not?—They stopped at Te Kaue.
481. Was Rangirupunui a chief of Muaupoko?—Yes.
482. Was he a chief who would know the boundaries of the Muaupoko land?—If he knew the names of them he would know them ; but I do not know.
483. Is it not a fact that Ngatihuia have burial-places on this land—Oiawhau—on the north of the Hokio?—I know the burial-ground ; there is our burial-ground, and other burial-grounds.
484. Have you heard that Kemp has agreed that they shall have this burial-ground cut out for Ngatihuia?—We heard of it, but would not consent to it.
485. Was it not agreed by Kemp at a meeting at Otaki with the Ngatihuia that they should have some land there?—We never heard of it.
486. When did you hear of that promise of Kemp's about the burial-ground?—Some time after. There could not be two gifts of land to Ngatiraikawa. There could be only one. We gave Porotauhao, and that was all they were to have.
487. When did you first hear of this promise of Kemp to cut out some land near this burial-place?—After he had spoken at Otaki we heard that.
488. Then you agree with me that this was a promise made by Kemp at Otaki?—Yes ; but we would not consent to it.
489. That burial-place is in Subdivision No. 11, is it not?—Yes.
490. Did Kemp tell you of this promise himself?—Yes ; and we returned for answer that we would not have it.
491. What did Kemp say to that?—He was silent.
492. Have you refused to carry out any other of Kemp's promises?—Yes.
493. With regard to the 1,200 acres at Raumatangi, is it not a matter, which all the Muaupoko know, that the 1,200 acres were given by Kemp to settle this dispute with Watene and his people?—Kemp gave it to him in Wellington.
494. Is it not generally known that the giving of it was to settle the trouble?—Yes.
495. *Mr. Stevens.*] You told the Commission, in reply to Sir Walter Buller, that you were in the Supreme Court and heard the whole of the evidence given by Te Rangi Mairehau?—Yes.
496. And that all that evidence was true?—Yes.
497. You also heard the whole of his evidence before this Commission, and that was true?—Yes.
498. If Te Rangi Mairehau had said that Kemp had paid £700 to Mr. Bell, would that be true?—Yes.
499. What was the £700 paid for?—I suppose it was payment for his coming to Palmerston.
500. What did he do there?—He went to the Court.
501. What did he do there? Was he endeavouring to settle some dispute? He was acting for Kemp was he not?—When I saw him at Palmerston I understood he was coming to manage some affairs for Kemp.
502. Did he manage Kemp's business there?—When he came to Palmerston, in the evening he went back and did not come again.
503. Who was acting for Kemp at that time?—A Palmerston man—I forget his name.
504. Was that on the occasion of the dispute or disturbance between Warena and Kemp?—Yes ; that was in 1886.
505. When Kemp was the claimant and Warena was counter-claimant, or *vice versa*?—Yes ; Kemp was claimant.

506. The money was paid in connection with that by Kemp?—That is what my idea was—that it was in consequence of Horowhenua.

507. Eight hundred acres was given for the payment of Sievwright's account by Kemp, was it not?—Yes.

508. The 4,000 acres in No. 3 was given to Kemp for the purpose of being sold to the Government as a township?—Yes.

509. Were you to get any portion of the land back again?—We heard so.

510. You were to get back one section in every ten?—We heard the Natives were to get quarter-acre sections in the town.

511. Have you got any of them?—No; the Government have taken the quarter-acre sections.

512. What was the amount of money for which the whole 4,000 acres was sold?—I do not know.

513. If you were told it was £2,000, would you think it fair?—If I knew, I would say.

514. Do you say you do not know how much the township was sold for, and have never been informed by Kemp?—I have told you I do not know.

515. Nor do you know how much Kemp's debt was to Mr. Sievwright?—I know how many acres were given to Kemp to pay the bill, but I do not know the amount of the bill.

516. You know how many acres there are in the township block?—Yes; because we gave it.

517. And you never heard how much money Kemp received from it?—I did not hear; had it been said, I should have heard.

518. When No. 11 was put into the names of Kemp and Warena Hunia, had Kemp a power to do absolutely as he liked without consulting any of the people in No. 11?—The cause of the trouble was that there were two in it.

519. According to Native custom, would Kemp have absolute power to do as he liked if he had been in it alone?—Yes; he would be able to do so, because he would be there by himself.

520. As a chief?—Yes.

521. Is not this customary amongst the Maoris to hand over large blocks of land to the chief, and allow the chief to do exactly as he likes with it? The chiefs have land, but the commonest people have a right to land too; but the chiefs have more land than the rank and file?—Yes.

522. You say that Te Rangi Mairehau's evidence was correct, in which he said that No. 14 was given to Kemp to do as he chose with?—Yes.

523. Why did you select this particular piece of land to give to Kemp, to do as he liked with?—It has been divided off for Ngatiraukawa; therefore, they agreed that Kemp should have it.

524. With regard to the deed of release which was produced, it is said that every person who signed that deed was satisfied?—Yes.

525. Who was Kemp's lawyer at the time that was signed?—There was no lawyer came up to Horowhenua; Sir Walter Buller was the lawyer.

526. Was Sir Walter Buller advising Kemp at that time?—I do not know whether he was Kemp's lawyer at that time or not; I only know he appeared at Horowhenua with the deed.

527. He asked them to sign a deed which purported to settle any future difference which might arise between themselves and Kemp?—Yes.

528. Why did they sign the deed? Was it to indemnify Kemp?—Yes.

529. If Kemp had done no wrong, what was the necessity for signing a deed?—We did not know he had done any wrong; it was just agreeing to all he had done.

530. Who was the solicitor advising the Muaupoko, on the other side?—I do not know of any lawyer.

531. They were not at that time represented by any solicitor in the making of this contract?—Sir Walter Buller gave us the deed, and we signed it.

532. You never consulted any lawyer as to whether you were right or wrong?—Never.

533. Warena Hunia was also in the title with Kemp: is that not so?—Yes.

534. Did you not think it necessary to consult with Warena Hunia, or to give a deed to Warena, in the same way as you did to Kemp?—No.

535. Why did you not consider it necessary to give a deed of indemnification to him?—We never thought of it.

536. Up to that time had Warena sold my land?—Yes.

537. What land?—The State Farm; that was after the deed was signed.

538. If Warena had sold no land, there was no necessity to give him a deed: was that not the reason?—The deed was signed before Warena made his sale.

539. Do you remember the occasion when Hunia was summoned for burning the houses?—Yes.

540. Do you remember who accompanied Hunia to Wellington at that time?—Rewiri, Karaitiana, Hapimana, Wirihana, Tawhata, and Te Rangi Manihau.

541. Did not Paki te Hunga go?—No.

542. It was said the arrangement with regard to the 1,200 acres for the descendants of Whatanui was made and completed by Kemp?—Yes.

543. Had Hunia nothing to do with the arrangement?—No.

544. Do you remember the occasion of Hunia and myself coming to the pa here a few days after the shots were fired?—Yes; after some time.

545. Do you remember that at that time Sir Donald McLean was at Otaki?—Yes.

546. Do you remember that Hunia went and saw Sir Donald McLean the following day after his arrival here?—I do not know about that; I saw Hunia.

547. If Hunia made an arrangement with Sir Donald McLean regarding the settlement of this question between Ngatiraukawa and Muaupoko, he might have done so without your knowing anything about it?—I do not know.

548. Why do you say that Kemp made the arrangement with Sir Donald McLean?—Because that was what I heard when the men came back from Wellington, and if it had been so—that Hunia made the arrangement—I should have heard it.

549. Supposing it is said in evidence that it was in consequence of Hunia agreeing to leave the matter in Kemp's hands that the criminal summons was withdrawn while Hunia was in prison?—I do not know anything about that.

550. Therefore, you have been making a statement with regard to Kemp's settlement of this question while you did not know whether it was correct or incorrect?—Those things that I heard I speak about; those I did not, I cannot speak of.

551. You were not present on the occasion when Hunia was making the arrangement with Sir Donald McLean?—No; I was here.

552. Which was the greater chief of the two—Te Heke or Tanguru?—Tanguru would be a great chief amongst his own people, and Te Hakeke amongst his own people.

553. In the opinion of all the tribes along the coast, which was the greater chief of the two—which had the most influence over strange tribes?—One would be a big chief, and so would the other.

554. Was Tanguru equal in rank to Te Hakeke?—Yes.

555. Was Tanguru greater in rank than Te Hakeke?—No; each would be a great chief in his own place.

556. I am speaking of the mana of the chief over the whole of the tribes along the coast, in the settlement of disputes: who took the most prominent part—Tanguru or Te Hakeke?—Each would be the biggest in his own tribe.

558. *Mr. Baldwin.*] Do you know that Raumatangi and the surrounding country was the residence of the old Whatanui?—Yes.

559. Kemp would know what were the circumstances of Whatanui coming there, would he not?—Yes.

560. I will read what Kemp said before a Commission in 1871: "How came Te Whatanui to settle at Horowhenua?—It was on account of making peace with one of the chiefs of Muaupoko. What did they do?—Te Whatanui told Taueki that he would protect him—that nothing would reach him, except the rain from heaven. Do you mean he would protect him against the aggressions of anybody?—Te Whatanui proposed to Taueki that they should make peace; Taueki asked him if he would be able to protect him against the aggressions of anybody else, and Te Whatanui replied, 'Nothing will be able to reach you, except the rain from heaven.' Was Taueki the leading chief of Muaupoko?—He was one of the principal chiefs. Then, Whatanui came and resided here, did he?—Shortly after this Taueki pointed out to Te Whatanui land at Horowhenua; he said to him, 'If you want any timber, there is bush; you can use that;' and Te Whatanui did not go to any other place." Is this correct?—It is all correct.

561. Whatanui and his children permanently resided there?—Yes.

562. It was their own personal residence?—Yes.

563. It was not the land of any other portion of the Ngatiraukawa?—No.

564. But of Te Whatanui's family alone?—Yes.

565. They occupied it on account of this gift from Kemp to Te Whatanui?—Yes.

567. Do you also confirm this evidence that Kemp gave: "Did Te Whatanui and his descendants, up to the time of these disputes with Ngatihuaia, occupy the land with any objection on the part of Muaupoko?—They lived peaceably until the time of Tutaki, third son of Whatanui. Would you and Muaupoko have raised any objection to the occupation of the land by Te Whatanui and his descendants but for the encroachment of Ngatihuaia?—No; we should have left them in the same position as they were in when they first came on the land." Is this evidence correct?—That is correct.

569. When Watene's first house was burned he was occupying a house of Te Whatanui himself, was he not?—Yes.

570. That was the first time he occupied it?—Yes; but it was in consequence of the marriage between Hine Pororangi and Whatanui Tutaki that Watene came there.

571. While he was there this house was burned?—Yes.

572. Subsequently to the Court of 1873, Watene built another house?—Yes.

573. Kawana Hunia burned it down?—Yes.

574. Where was that house?—At Kohutoroa.

HECTOR McDONALD examined.

575. *Sir W. Buller.*] You are a sheepfarmer, residing at Horowhenua?—Yes.

576. You have resided there for a long time?—I have.

577. The elder Hector McDonald was a tenant of the Native run before you?—Yes.

578. Who was his landlord before your time?—Te Whatanui.

579. And after the land went through the Court in 1873?—Kemp.

580. Your father died, so you took over the lease? What was the first payment you made? Was it the payment you made through me on 21st December, 1876?—Yes.

581. This list (produced, marked G) is as clear a statement as you can make of the various payments made by you to Kemp or to the tribe, or to others at his order?—Yes.

582. You paid £400 first? You were present when this money was handed over to me by you, and handed by me to the Muaupoko?—Yes.

583. Kemp was present?—Yes, the whole time.

584. You saw this money distributed among the Muaupoko?—Yes.

585. Did he interfere with it, or was it left to the people?—It was handed over to them.

586. By his direction, or with his full concurrence?—Yes.

587. Then, on 20th October, 1877, you paid the Muaupoko another sum of £100?—Yes.
588. By the direction of whom?—Of Kemp.
589. Where was this paid?—At Horowhenua.
590. I was not present?—No.
591. Nor at any subsequent occasion when money was paid?—No.
592. That payment, made on the 20th October, left a balance of the year's rent of £100?—Yes.
593. To whom was that balance paid?—To the tribe.
594. Your father died in 1878?—Yes.
595. Your next entry is a payment to me of £30, and Kemp £5, on the 6th August, 1879?—Quite so.
596. I have here an order which I will show you: Is this the £30 you refer to?—Yes; the real amount, shown by the bill, appears to be £31 10s.
597. Then, on the 30th September, 1880, you have in your list, "Paid Ihaia and the tribe, £364": Is that the present Ihaia Taueki?—Yes, the present one.
598. Where was this paid?—At Horowhenua.
599. By direction of whom?—By order of Kemp and myself.
600. That left you, say, a balance of £100 to be paid to Muaupoko on their return from Tura-kina?—Yes.
601. The balance was paid on the 25th April, 1891?—Yes.
602. The next payment was the payment to Kemp at Ranana, on 30th June, 1881, of £200. Who took the money up to Ranana?—I took it. I had a letter from Kemp to go to a meeting and to take a couple of the chiefs, and also the rent.
603. Which chiefs did you take with you?—Noa te Whata and, I think, Ihaia. A few of the Muaupoko accompanied them.
604. You handed the money over to Kemp?—I did.
605. Do you know what Kemp did with it?—I could not say.
606. The next payment was one of £300 on the 29th December, 1882, which was paid to Ihaia and the tribe. Where was that paid?—At the Native pa at Horowhenua.
608. Kemp not being present?—Yes.
609. This was paid by direction of Kemp?—Yes.
610. The next payment was one of £150 on the 16th August, 1884, at Upokongaru?—Yes.
611. What was going on there?—I think a Land Court.
612. Were some of the Muaupoko there?—I think so.
613. Then on the 25th April, 1885, was a payment of £300 made to Kemp at Palmerston?—Yes.
615. What was going on when you took it up there?—I will not be certain; there was a meeting of some sort.
616. Were the Muaupoko there?—I think some of them were there.
617. The last payment you made was in October, 1886, to Mr. Baker of £400: by whose direction was that?—Kemp's.
618. Was that for law-costs?—I could not tell you.
619. So that, out of a sum of £2,249 paid by you, Kemp received directly only £655?—Yes.
620. From that date your brother, John McDonald, took up the running, and he has made payments since?—Yes.
621. Do you know about a payment of £1,300 made by your brother in one payment to the tribe?—I know of it by hearsay; I did not see it.
622. You told us that, in June, 1881, you paid Kemp £200. Here is a letter dated 4th September, 1880, which I will read. [Letter produced, marked GA.] You acted on the orders from Kemp?—Yes.
623. How much did you pay in pursuance of this? You have paid the rents either to Kemp direct or to the tribe by his direction?—Yes.
624. From the date shown in the statement now put in all the payments have since been made by your brother, who succeeded to the tenancy?—Yes.
625. *Mr. Baldwin.*] You were living on Horowhenua, and about the lake for a very long time prior to the Court of 1873?—Yes.
626. Your father commenced his observations somewhere in 1857 or 1858?—Yes; more or less.
627. Do you say he originally leased the land from Te Whatanui alone?—Yes.
628. That lease went on without interruption until the year 1869. Do you remember when Whatanui Tutaki died?—I believe it was in January, 1869.
630. Immediately after his death, your father had some trouble with certain persons in connection with this land he is not leasing?—Yes.
631. Do you remember who caused the trouble?—Caroline Nicholson and her family.
632. Do you remember Tauteka Makere?—No.
633. At the time when this disturbance arose, who was Mrs. Nicholson married to?—She was the wife of Nicholson, who lived near the Manawatu.
634. Did she live with him principally?—Yes.
635. From the time of the last Whatanui, was she still living with him?—Yes.
636. Do you remember this woman Tauteka Makere, and who she was married to?—Matene te Whiwhi, of the Ngatiraukawa. He was attempting to push his way north from Waiwiri, and the Ngatiraukawa were attempting to encroach on the Waiwiri side. Tauteka was the principal one that was encroaching from the south; she was a sister of Caroline Nicholson.
637. Can you remember when the first disturbance took place? There was a certain amount of violence, was there not?—In about sixty-nine or seventy.

638. What was the disturbance between Nicholson and Matene, and your brother?—The disturbance was that Whatanui and my father lived very close together. He was the main cause of my father living there on the block. After his death, this woman came to put in a claim to all his belongings, and in doing so, I will not say only on her own behalf as a Native but probably as well for her husband, she started to pull down our fences all round our door on the land we were leasing from Te Whatanui.

639. Did Nicholson himself take part in the disputes?—He was generally in the back ground; he did not take active part.

640. Did he never come and dispute with your father or mother in connection with the matter?—I believe he did. I remember on one occasion just at that time, when I think my father was in Otaki, I think Nicholson was there also; and, if I remember right, I think Nicholson knew it, and on his way home from Otaki he called in at my mother's house, knowing that my father was away, and his temper being riled he started at my mother, bullying us to cease occupation there, saying he would soon take possession himself, and saying what he was going to do. He heard that my father had been saying something about his wife not having any right there, and he made the remark to my mother that, if he had been present when the remark was made, he would have given my father as good a horsewhipping as ever he got. My father had returned before him and heard all this, and when it came to this remark he asked him to wait five minutes till he put his trousers on; but when my father came out he had disappeared. Mrs. Nicholson had pulled down the fencing and threatened to burn the house down.

641. Did your father write to any one about it?—I should say he did. But I was young at the time, and I did not take notice of any writing. I cannot say whether there was any correspondence between my father and any person outside. I have heard from him about correspondence.

642. Can you mention any person living away that he corresponded with about the block?—I have heard him mention Pomare, who was not here at the time.

643. Do you remember the time when Watene's house was burned down, in 1871?—I do.

644. Whereabouts was that house?—I would not be quite certain, but I think two or three were burned down at the time. There was one burned at a place called Kotoroa; there were others burned at Mahiwinui and Rakauhamama. I do not remember anything about the latter, except there were fishing buildings alongside a lake where they used to catch eels.

645. They were not in permanent occupation?—Not at this time; there were fishing-houses and eel-nets.

646. Will you point out on the map where these fishing-houses were?—Yes.

647. You know that there were permanent houses of Te Whatanui at Raumatangi?—Yes; in the olden days there were.

648. What do you mean by the olden days? About what year would they cease to be permanently occupied?—About 1869, or even before that. I am confining myself to one spot. The name Raumatanga is convenient to one small spot where the eel-weirs were; the 100 acres derives its name from that, but I suppose there are one hundred names within that at present.

649. Within that 100 acres were there permanent occupations right up to 1873?—I will not say that they lived on it; but they had their burial-places there, and lived a few chains off.

650. Did they live closer to the river?—Yes.

651. Had they permanent residences there?—Yes.

652. Up to 1869, who were the actual residents there?—Principally those I have mentioned—Te Hitau and her family, Te Wiiti and Te Whatanui. Up to the death of the old man he lived alone; it was after his death that these other people came.

653. Prior to that did you say they had been living off the block?—Yes.

654. This really was their first permanent occupation of the block?—Yes; although he was a great chief, the old man resided alone in this particular spot.

655. None of these houses of which you have spoken are within the 1,200 acres cut off, are they?—No.

656. Are any of the places that Hitau and those people occupied subsequently to 1869 within this block of 1,200 acres?—I do not think so.

657. *Mr. Morison.*] How old are you?—I am getting on for forty-six.

658. You and Neville Nicholson were small boys together?—I believe so.

659. On this block?—Off and on.

660. That would be early in the sixties?—Yes.

661. You are aware that Neville Nicholson is descended from a full sister of the original Te Whatanui?—I believe so.

662. As a matter of fact, the original Te Whatanui lived on this land?—Yes; I remember him.

663. Do you remember that the original Hitau lived with him?—Yes.

664. She was Neville Nicholson's grandmother?—Yes.

665. Hitau and, at the same time, Caroline also lived on this block when you were quite young?—I would not be quite certain of that.

666. You admit you spent your younger days with Neville Nicholson; was not he there with his brother?—Yes, off and on.

666A. Because she had land in Manawatu, and sometimes she lived in this place and sometimes on that block?—She used to visit it; her permanent place of abode was near the Manawatu.

667. Was not the reason that they lived for a time near the Manawatu this: that Nicholson, the husband of Caroline, leased a sheep-run there?—He did have a sheep-run there.

668. And Caroline left the place where her mother Hitau was living, and went with Nicholson to a sheep-run near Manawatu?—I suppose she did.

669. And came back, from time to time, to visit her relations?—Yes.

670. Tauteka was a sister of Caroline's?—Yes.

671. She also, in her younger days, lived on this land with Hitau and the old Whatanui?—I do not recollect her; I only remember seeing her with Matene te Whiwhi.

672. She used to come back on to this land eel-catching and so on?—I used to see them with Te Whatanui; they have often met at our place.

673. Do you happen to know where the original Hitau was buried?—I have been told; there are a lot of them buried on the 100 acres; I heard she was with the rest.

674. You say Tauteka was the principal one who was encroaching; why did you use the word "encroaching"?—Well, it was suggested to me; one of the sisters was there: she and Te Hitai were half-sisters, and they both took an active part in it.

675. The second Te Hitau lived there with Te Whatanui; she was married, was she not?—Not at all. Whatanui lived alone; but now and again she came down from the Manawatu.

676. Te Whatanui used to go to the Manawatu sometimes and stay there?—I could not call it to memory.

677. As a matter of fact, did he not die on the Otoroa Block?—Yes.

678. So that the last thing he did was to be on this block?—He was moved there; I do not know whether with his consent.

679. As a matter of fact, was not Taratini a permanent resident on this land?—Yes; he resided there a long time.

680. Was he not a permanent resident on the land immediately south of the Hokio?—He had a place of residence near the lake, and he used to reside between the two.

681. But south of the Hokio was his permanent residence?—Yes; near Te Whatanui.

682. When was the first time you remember seeing Watene te Waewae?—I could hardly call to memory; but sometime more or less a year or two after the death of Te Whatanui.

683. Did you not see him staying there before the war in 1865, before he went to fight in Hawke's Bay?—I do not remember.

684. Do you not remember his wife Maria?—I was quite young when she died.

685. Watene lived on this block you believe when you were quite young?—Yes; he resided on the block I believe, and some time after that he went on to the East Coast and lived there for some years, and in later years he returned again.

686. Do you not know that when the Maori war broke out he went away, and was one of the friendly Natives fighting for the Queen?—I know he went away.

687. And returned to this land immediately after Whatanui's death?—Yes.

688. And asserted himself at once?—Yes.

689. Is it not generally known that he came down with the first Whatanui, and was one of his right hand men?—I have heard it as a matter of common knowledge.

690. Did your father ever pay any rent to Watene?—I will not be responsible for that.

691. What is your belief? Do you not believe from what you know that he received rent from your father after his return from the East Coast?—I could not tell you; I know nothing about my father's dealings with him. But when he returned—I think it was a little before the Court of 1873—there was some little noise amongst Te Whatanui's people regarding the trespass of my father's cattle, when he left the run after the death of Te Whatanui and shifted on to the northern part of the stream. They used to make a noise about the cattle, and after a little my father recognised their demand in the way of giving him two or three head of cattle.

692. This had taken place, had it not? After Te Whatanui died his nearest relatives asserted themselves—Caroline and Tauteka and Hitau?—Yes.

693. And they drove your father's sheep north of the Hokio and kept them there?—No.

694. Is it not a fact that Caroline drove your father's sheep from the south of the Hokio?—Not that I recollect.

695.—You told us a great many things that happened in 1869. You told us the details of an interview between your father and Nicholson?—One side of the Natives say they were the better men of the two as to driving my father's sheep, and the others say that we got the best of the matter; but the truth was the place got infested with wild dogs, and we were compelled to leave it. They used to kill about six hundred sheep a night; so we had to remove the sheep from the south side of the Horowhenua Stream.

696. Did not Caroline drive your father's sheep from the south side of the Hokio?—I cannot call it to mind.

697.—This is alleged to have taken place after Te Whatanui's death; can you forget it?—I have heard it stated, but I do not remember the circumstances.

698. You told us a good deal that has been said: that one set of Natives said they were instrumental in keeping your father's flock on one side, and another set were driving them off; what set are you referring to as having driven the sheep from the south to the north side?—That referred to the disputes between the Ngatiraukawa and Muaupoko.

699. To whom do you refer as Ngatiraukawa?—The descendants of Te Whatanui.

700. Then, Caroline and the others were driving your father's sheep back, and the Muaupoko were endeavouring to force your father's position on the south side?—Yes.

701. To whom did you pay rent between 1869 and the judgment of the Court in 1873?—I know little or nothing about it.

702. You do not know of any occupation of it?—No; after my father removed his sheep on account of the wild dogs, the Natives occupied it themselves.

703. As a matter of fact, did not Caroline and her people put sheep on this block shortly after that, and have they not been running there to this day?—Yes; but not they alone; there are sheep belonging to everybody there. I wish to make it clear that they are not the only people running sheep there. The Natives in general use the whole of that run.

704. Have you seen Pomare down here?—I have a very faint recollection of him. He paid a short visit once. He came to Otaki, and I believe he was at Horowhenua.

705. He is not the only foreign chief who has visited Horowhenua to your knowledge; there have been chiefs from the Wairarapa and elsewhere?—Quite so.

706. And they have paid longer visits than Pomare?—I do not know about that.

707. Do you know whether any of Pomare's descendants have lived on this block?—The question is, who are his descendants?

708. You have mentioned a certain number of Te Whatanui's people—Caroline, Hitau, and others, and Tauteka; can you name any others of Te Whatanui's people who have lived on this block to the same extent?—I expect I could if I could recall the names.

709. The others you can remember, because they were prominent?—Yes.

710. But any others would not have been brought under your notice?—There are other people who resided also on the block, and if brought under my notice I might recollect them.

711. Do you know one called Tenai Anema?—Yes.

711A. When do you recollect his living on this block?—As far back as I can remember.

712. He lived with Te Whatanui, did not he?—He lived on part of the block.

713. Are you aware that he was a half-brother of Te Whatanui and Hitau?—I could not say; he was pretty well looked up to as a prominent man.

714. Can you say whether the reason of Caroline pulling down your father's fencing was the fact that your father refused to pay her rent?—I could not say exactly; no doubt it was something to that effect.

715. Your father did not recognise her claim, and she promptly asserted herself?—Very likely.

716. You were born at the mouth of the river?—No; I was born at Otaki, but I came here very young.

717. During the whole of your life up to the Court of 1873, did you not always look on the land to the south of the Hokino as Ngatiraukawa land—the land of those who lived south of Rakauhama?—Of course, as it was always claimed and occupied by them.

718. And, but for the judgment of 1873, you would consider it so to this day?—No; not quite all, because there was a section of the Muaupoko occupied south of the lake.

719. Beginning at the Waiwiri Lake, and taking the beach boundary, take the occupation south of the stream down to there: it was always looked on as Ngatiraukawa land?—Yes; but south of the lake there was a Muaupoko or two occupying.

720. There was a settlement at Otawahawa which was Ngatiraukawa, was there not?—Yes.

721. And at Mahiwinui?—Yes; that was Ngatiraukawa.

722. Rakauhama also?—Yes.

723. Do you know the hapus which occupied that land?—I cannot be particular to the hapu, but I might know some of the names.

724. Matene te Whiwhi?—I do not recollect him.

725. Keraipe te Puke?—Yes.

726. Horomona Tauatui?—I do not recollect him occupying, but I remember him exercising acts of ownership; he never resided there; I do not know that he came there to get eels.

727. Watene te Waewae?—Yes.

728. Nerehana te Paia?—Yes.

729. Kakira Kipihana?—I do not remember her.

730. Neville Nicholson?—I remember him with his father and mother—I will not say to the south of the block.

731. Tauteka Matene?—Yes.

732. Kipihana Te Tenei?—I do not remember him,

733. Tamati Te Rauparaha?—I do not remember him.

734. His head-quarters were at Otaki, and he did not come on to this land to get food in the ordinary Maori way?—I do not recollect him.

735. Rakapa Tapiora?—I do not recollect her.

736. Nga ti Hikitunga?—I could not tell you.

737. Nga ti Pareraukawa?—I might know the people.

738. Can you say how soon it was after Te Whatanui's death that the sheep were removed by your father on account of wild dogs?—I suppose it was two or three years, more or less.

739. Whatanui Tutaki had no children living on this land?—I do not think he had any family at all.

740. If he had, you never knew any of them?—No.

741. You think if he had a family, you of all persons would have been likely to know of them?—No.

742. Were you at the Court of 1873, for the investigation of this block?—No; I was not.

743. If you had been asked, who were the representatives of Te Whatanui, after his death on this land, what answer would you have given?—It would not have been for me to say.

744. Speaking of what you remember in 1873, who would you say were the representatives of Te Whatanui on this land after his death?—I should say those who lived round him had as good a right as anyone, and it was for the Court to say who were his other relations.

745. If you were asked after the death of Te Whatanui, who were his representatives in this land?—I should say those who lived and occupied it with Te Whatanui had as good a right as anybody.

746. The people in fact you have mentioned?—Yes; if I lived on the land I should say I had as good a title to this land; but not to say that I had not as good a title as my brother who lives in Taranaki.

747. Supposing you had some property of Te Whatanui's: who do you consider would have been the proper people to return that property to—supposing you had a horse of his, or sheep, or anything of that sort?—If a man had a brother, I should go to the brother first.

748. But to whom would you have gone to restore this property?—I should say principally to those who occupied, and who fought for him.

749. Watene and his people?—Yes.

750. With regard to the burning of the whares, is it not a matter of common talk amongst the Natives of Muaupoko that the allotment of 1,200 acres was arranged to be given to Watene and his people in settlement of that burning dispute over which they took up arms?—As far as I believe, I should say it was always understood to be for the "descendants of Te Whatanui."

751. Was it not understood and talked about as a matter of common knowledge that Watene and his people were those to whom the land was given back by Kemp and Sir D. McLean?—I believe that is what was stated by the Muaupoko.

752. Were you in Otaki at the meeting held immediately after arms were resorted to?—I did not happen to be at the meeting, but I was in Otaki when Sir D. McLean was there.

753. Do you recollect who of the representatives of Te Whatanui interviewed McLean at Otaki?—I could not say; I was only there on a flying visit.

754. This was the topic of discussion—this *émeute* between the Muaupoko and Ngatiraukawa?—Yes.

755. Some 300 Natives of Ngatiraukawa came up from Otaki, to this land, to back up their friends?—Yes.

756. Then the whole lot returned to Otaki to meet Sir D. McKean?—Yes.

757. Those who went to Otaki, to meet Sir D. McLean, were Tauteka, Caroline Watene, Neville Nicholson and others?—Yes.

758. Are you aware that not a single one of the Ngapuhis—Pomare's people—attended at Otaki on that occasion?—I did not hear of them.

759. But you did hear of these others?—Yes.

760. You are also aware that these people went on to Wellington with McLean?—I could not say.

761. As a matter of fact, Watene and these people started to build a fighting-pa?—Yes.

762. Part of the works of which are visible to this day?—Yes.

763. *Mr Baldwin.*] You say that Tutaki died at Otoroa under painful circumstances; that he was removed there: who removed him there?—So far as I can recollect it was Caroline.

764. And she was living with her sister Hitau there?—Yes.

765. What was there painful about his death?—He was in a very low condition when he went away; I think if the old man had remained, and my father was there he would have recovered.

766. He was practically starving?—He was deserted, I believe, after his removal in a very painful condition; I would not say he had proper attention; my father was very much grieved to hear of his death when he returned.

767. Your father was very well acquainted with the old Whatanui?—I believe so.

768. I have a letter here written from your father to the Hon. Mr. Fox. Mr. G. S. Cooper had sent your father a memorandum, saying:—

No. 11.

Mr. G. S. COOPER to Mr. H. McDONALD.

SIR,—

Native Office, 23rd October, 1869.
Complaints have been made to the Government to the effect that you have been inducing the Muaupoko people to obstruct the survey of land at Horowhenua, the title of which is unsettled. I am directed by Mr. Fox to request that you will cease to interfere in this manner, as the execution of a survey is the only way in which the land can be brought into Court, and the title of the opposing claimants settled.

Mr. Hector McDonald, Horowhenua.

I have, &c.,
G. S. COOPER, Under Secretary.

No. 12.

Mr. H. McDONALD to the Hon. W. FOX.

SIR,—

Horowhenua, 25th October, 1869.
In answer to your notes to me about inducing the Muaupokos to obstruct the survey of Horowhenua, it is false. I defy any of the Muaupokos to say that I ever told them to do anything of the kind. I will try and explain to your Honour all about it, as far as I know about the land. I rent a run of the Whatanui, and lived on it for the last twelve years; the Whatanui died last January; as soon as he was dead, two women—Caroline, living with a man named Albert Nicholson, and Tautika Matene, Te Whiwhi's wife—claimed the land and tried to turn me off. Caroline and Tautika were three days at my place, pulled down my fence, and threatened to burn my house down over my head. I wrote to Dr. Featherston about them; he gave my letter to Mr. Richmond, who came up and heard all what the Muaupokos had to say; they, the Muaupokos, say they are owners of all Horowhenua, with Whatanui, and will not admit any one but Whatanui's daughter and her husband to be owners of Horowhenua; Whatanui told me many times before his death that all his things and lands were theirs after his death; his daughter and her husband, Wiremu Pomare, a great chief of Mahurangi, are coming next month to take possession of the land. I have five letters from them to take no notice of these women, the land was theirs, and when they came, I should have the place as long as I liked; no one had any business to turn off the pakeha that Whatanui left on the place. Your Honour, instead of me trying to stop the survey, I stopped the Muaupokos from breaking Mr. Swainson's glasses and chain. Mr. Richmond could tell you all what the Muaupokos said to him about the dispute. Those women and old Matene are angry with me for not acknowledging them as my landlords. Nicholson and old Matene are at the bottom of it all. I can prove that Nicholson told those women to burn my house and kill my sheep, to turn me off and give the run to him. It was Nicholson and Swainson that caused all the row with the Natives, in persisting to have the land surveyed in spite of the Muaupoko.

Your Honour, it is only a few weeks back that those women got a Native, a brother of their mother, to try to turn me off. He claims the land, but the Ngatihuias told him they had a letter from Whatanui's daughter and Pomare to look after me, and to leave me alone till they came; he has said nothing to me since. I hope your Honour will excuse this long letter, but I wish to clear myself of the complaint laid against me, for I defy any one to prove that I ever told a Native anything but what I thought was right, or in any way to obstruct the sale of land. I have

always been on the other side, and given what little influence I had with the Natives to Government, and not, like many as I know and heard, doing all they could to stop selling land, the same as at Rangitikei.

Hoping again, your Honour will excuse me, but I am very much put out about this complaint, and I hope your Honour will not believe such a charge as is laid against me. I will also get all the Muaupokos to write to your Honour to clear myself.

The Hon. W. Fox.

I am, &c.,

H. McDONALD.

No. 13.

Mr. H. McDONALD to the Hon. W. FOX.

YOUR HONOUR,—

I wrote to you in haste from Otaki, in answer to a notice from you for getting the Muaupokos to obstruct the survey of Horowhenua. Your Honour, the Ngatiraukawa stopped the women Caroline and Tautiki, from causing a row with the Muaupokos about the land of Te Whatanui. At a great meeting of all the Natives about here, at the Horowhenua pa—Kawana Hunia and Major Kemp were present—it was then that the stop was put to the survey till the proper owner came from Auckland. Your Honour, I cannot think to what purpose any one should lay a complaint against me now, as there has been no survey since then—that was in the beginning of April last—unless this man, Matene, that wanted to to turn me off about three weeks ago. If it is he, I shall take no more notice of him, as he was put down by the Ngati Huis at the time; besides, he was turned away from here four years ago, by Te Whatanui, and has just come back.

Your Honour, I should not trouble you, but I do not wish you to think me an ass. It was only when the Land Court sat about Rangitikei that H. McDonald and party wrote for old Aparahama te Hurahura, who was living close to me with his daughter, the late Whatanui's wife (my landlady); they sent him a coach-order for his passage. He showed me the letter; I asked him if he was going, he said "Yes," he should go. I told him it was wrong, as he was one of the head land sellers; he should not listen to what McDonald had to say, but wait till Mr. Buller and Dr. Featherston sent for him. I and his wife and daughter were at him for some hours before he started to stick to Mr. Buller, and have nothing to do with the other side.

Your Honour can think as you like of this, but I do not think it looks like any obstruction to the Government. Your Honour, I have enclosed a letter from the right owners of Horowhenua; you will see what they say. Hoping you will excuse me troubling you again.

The Hon. W. Fox.

I have, &c.,

H. McDONALD.

Enclosure in No. 13.

ATERETI and WIREMU POMARE to Mr. H. McDONALD.

O, SIR; O, HECTOR McDONALD,—

Mahurangi, 11th August, 1869.

Salutations to you, to your children, and your wife, O friend. I have received your letter telling what has been done about the land, Horowhenua, that is to say, the action taken by these women who are disturbing you. This is my word to you: pay no attention to the opinions of these women; remain on that land with your sheep. We will give you a lease of that land for as many years as you like. O, friend, I do not wish it to be surveyed now; wait till I go myself and see the land, and know their intentions. O, friend Hector, show our letters to Mr. Richmond and Te Rauparaha, because Te Tauparaha and I have talked together about Horowhenua, and because I am going in November to see you all. Sufficient.

Hector McDonald, Horowhenua.

ATERETI POMARE.

WIREMU POMARE.

768. You say you have a sort of hazy recollection of Pomare coming down here. Was it in 1871?—I could not tell you what year it was.

769. Is it not a fact that your father paid him certain money for rent on his arrival?—I could not say.

770. Do you not know he paid him £10 when he came with Hene Kipa?—I do not remember; probably he did.

771. Do you not remember Pomare coming to your father's house when he arrived? Do you not remember a great scene between them?—No; I just saw him as an ordinary Native.

772. Do you remember Hene Kipa being there?—I do not know who came with him.

773. Do you remember Hari Pomare living on this block for a considerable time?—I do not remember him living on the block; he may have been there with his relatives.

774. In the same way as Tauteka, and Caroline, and those people used to come in 1869?—I could not say; I saw very little of him.

775. You have heard he came and lived on the block?—No.

776. *Mr. Morison.*] Who, in your opinion, and from what you have seen, is the *ariki* of Muaupoko at the time when Te Whatanui came down?—Principally Taueki; he was a recognised man amongst them.

777. Who is looked upon as the *ariki* at the present time amongst the Muaupoko alone?—They are divided into sections and sub-tribes. There are four sub-tribes, and each one has an *ariki*, I am not prepared to say who is the head altogether.

778. Is it not recognised that, however Kemp may have managed affairs for Hunia, Taueki is the *ariki* to-day?—

779. *Mr. McDonald.*] You have just said that the Muaupoko are divided into four sections. Will you give me the names of the four sections?—Although they are not divided back to back like many of the Ngatiraukawa, they live as a whole just now; but it has always been known that they are divided into four families, although it would be very hard to "draft" them.

780. What are the names of the hapus?—Ngatipariri, Ngatihini, and I cannot remember the other two.

781. You are positive you have always understood that they are really divisable into four?—I think so.

782. Tell us who you consider to be the leading man of each of the divisions?—I would not be prepared to say who is the leading man in each division.

783. You were born in 1856, and you would be about six or seven years old in the early sixties. Can you tell me how far back you can recollect Kemp having anything to do personally with the Muaupoko people on Horowhenua? When do you first recollect him meddling in any way with affairs of the people locally?—I should not be prepared to say.

784. Do you remember Wirihana Hunia, who was killed at the Wanganui races, who was brought down here and buried?—I have heard of him.

TUESDAY, 17th March, 1896.

KEREHI TOMU, examination continued.

1. *Mr Fraser.*] You remember in 1886 Kemp telling you in No. 3 that if you sold your 105 acres you were to have none in No. 11?—Yes.
2. That really meant that the guardians were to say who were to go into No. 11, and who were not?—Yes.
3. You have sold your 105 acres in No. 3, have you not?—Yes.
4. Were you at the Court when Section 14 was cut off?—Yes.
5. That was cut off for Te Whatanui?—Yes.
6. But they did not approve of it?—No.
7. So you cut off No. 9?—Yes.
8. They were both put in Kemp's name until the descendants of Whatanui decided which they would take?—Yes.
9. With regard to this £1,000 that Kemp sent down to you, was it before or after the partition between Kemp and Warena Hunia in No. 11?—It was after.
10. Very shortly before the deed of release was proposed?—Yes.
11. Who called the meeting when the deed of release was brought before you?—Sir Walter Buller went up to Horowhenua and he wrote our names on the deed.
12. Was that the first you had heard of the deed of release?—Yes.
13. Who addressed that meeting?—When Sir Walter Buller came up he addressed us, and then read the deed.
14. What did he say in his address to you all?—He said it was to leave the mana to Kemp—to confirm him in the trust for what he had done.
15. Was that all that was said?—Yes.
16. You have signed your name?—Yes.
17. Were you reminded that Kemp had been very good to you and sent down £1,000 not long before that?—Yes.
18. If Kemp had been put alone in No. 11 could he have done absolutely what he liked with it, in your opinion, and so far as you know, in the opinion of the people?—Yes; he would have had a right to do that.
19. Do you consider now that Kemp is in that position with regard to No. 11?—Yes.
20. And you personally, speaking for your family, would be perfectly satisfied with whatever he did?—Yes; he was caretaker for the tribe.
21. *Mr. Baldwin.*] I asked you yesterday about the circumstances which led to the gift of land to Te Whatanui by Taueki. You remember the trouble with Watene? Watene claimed a right to this land through the *tuki* of Te Whatanui?—Yes.
22. And Watene was fighting so far as you know as for the people who were entitled to this land?—Yes.
23. Have you ever heard of a conversation that took place between Kemp and Pomare at Auckland prior to the Court of 1873?—Yes; he told us of a conversation he had had.
24. What did Kemp tell you?—Kemp said he told Pomare he would take the land into consideration.
25. Did Kemp also tell you that he told Pomare not to attend the 1873 Court—that he would look after them?—Yes; Kemp told us that.
26. Did Pomare attend the Court of 1873?—He did not come.
27. When this 1,200 acres was first spoken about, did Kemp tell you the persons he was going to give it to or did he tell you it was for the *uri* of Te Whatanui?—He did not name the people he simply said it was for the descendants.
28. Was it left entirely to Kemp to select the persons he would give this land to?—Yes.
29. And would they be perfectly satisfied whoever Kemp gave it to?—Yes; it was left entirely with him.
30. It was really a return by the Muaupoko of part of the land which had been taken away by the judgment of the Court?—Yes; the Muaupoko gave it back, as it had been the gift of Taueki to Whatanui.
31. *Mr. McDonald.*] Was it explained to you that you were releasing Kemp from all claim with respect to the rents from 1873 to 1886 by this deed?—Yes.
32. Was it explained to you that you were releasing him from all claim for the rent from 1886 to the date of the release?—Yes.
33. Was it also explained to you that you were releasing Kemp from all claim in respect of the £6,000 for which he had sold the township?—Yes.
34. Was it explained to you also that you were releasing him from all further claim in respect of the quarter-acre sections that were to have been returned to you?—I do not know anything about them.
35. You did not understand you were releasing him from all claim in respect to them, did you?—I do not know anything about them.
36. Were you at the meeting of 1886?—Yes.
37. Did you not hear it stated there that, out of this 4,000 acres to be sold to the Government, you were to get every tenth section?—We heard something about that.
38. Then, when you signed this release, were you relinquishing all further claim in respect to those sections?—We were confirming what Kemp had done as a caretaker.
39. Was that all you were doing?—Yes.
40. When you signed the release, had you it in your mind that Kemp had the power to keep you out or put you into No. 11?—I would be in the block, because it was part of my right.

41. You have said it was for Kemp to say who was to go in or not?—I know that Kemp had to conduct this matter in respect to the land, and that he would divide it amongst us.
42. Therefore, you had it in your mind that Kemp had that power when you signed the release?—Yes.
43. Hector McDonald has told the Commission that the Muaupoko are divisible into four hapus?—That is so.
44. Will you give the names of those four hapus?—Aiteao, Ngatihini, Ngatipariri, and Ngaitamarangi; those are the four divisions. There are other hapus, but those are the principal ones.
45. The other hapus are subdivisions of those?—Yes.
46. Can you give the name of the present chief of Ngatiao?—Yes; I am the chief.
47. There are a great many of them?—The older chiefs have died; Te Rurupuni and others are dead.
48. Who is chief of Ngatipariri?—Himiona Kowhai.
49. Who is chief of Ngatihini?—Makere te Rou.
50. Who is chief of Ngaitetamarangi?—Ihaia Taueki.
51. You mentioned the name of Te Rurupuni: was he not very old when he died?—Yes.
52. Who was the chief of Ngatihini before Makere?—Noa te Whata, father of Raniera.
53. Then, why is Makere chief instead of Raniera?—You only asked me for one.
54. You stated yesterday that the £700 was paid to Mr. Bell in 1886: was not that a mistake? was it not in 1891?—I thought it was paid then, because that was the time he came up; very likely I made a mistake.
55. Mr. Fraser asked you what would happen if Kemp alone had been in this title: if he had been alone in the title, and did not give you any land in No. 11, what would you do?—If Kemp alone had been in the block we should have known that everything would have been straight.
56. But, supposing he had not given you any land, what would you have done; where would you have gone?—He would have given me land.
57. You cannot conceive that he would not give you land?—No.
58. You gave him No. 2, and he was to give you a quarter-acre in every ten; if so, why has he not done so?—We put this block in Kemp's name for him to sell as a township.
59. But he was to give back every tenth section?—That was your fault.
60. Who told you that it was I who prevented these sections going back to you?—Because you conducted the case first of all; you did not do so properly, and then were sent off.
61. But who told you I prevented your getting these quarter-acres back?—I heard the people say it was your fault; I heard Europeans say it was your fault.
62. Can you tell me anyone who told you this?—I heard it, not from people living with me, but from outsiders.
63. You say you are the present chief of this great hapu, Ngatiao. Who told you it was I who was to blame for your not getting the quarter-acres?—I heard Europeans saying so.
64. Do you not know the name of a single person from whom you heard it?—I do not know who they were.
65. Do you believe every word that everybody tells you that you meet in the street?—I heard, and I said nothing.
66. Did Kemp tell you so?—No; I did not hear it from him.
67. Did Sir Walter Buller tell you?—No; if I had heard it from either of them I should say so.
68. Who did you understand were to receive land in Block 11—the whole of the persons in the certificate, or only some of them?—I did not hear the whole of them.
69. Who was to determine which of them was to go in?—Kemp would decide and select those who were to go in.
70. What were the people whom he rejected to do?—They had got land elsewhere.
71. *Kipa te Whatanui.*] Have you seen the first Whatanui?—Yes; I have seen the first Whatanui.
72. Do you know what they had determined to do amongst themselves?—I heard they had made arrangements amongst themselves.
73. Do you know that they agreed to a boundary between themselves called Tauataruru?—No; I do not know.
74. Do you not know that the name of Taueki was in the lease on the north side of the block?—No.
75. Did not Whatanui get £10 for the land between Tauataruru and the Hokio Stream?—No.
76. If it is said that at the meeting at Kupe he said he got £10?—It was paid to Whatanui for this side, not the other side; it was this side he leased.
77. If I produce before the Court papers of Hector McDonald's about this lease, will you say it is correct?—That may be what Hector says.
78. Was it Muaupoko who fetched Hector from Otaki to live on this land?—No; it was Whatanui.
79. When Hector came and lived at the mouth of the Hokio, did not Whatanui lease it to Hector—from there to Raumatangi?—He leased the south side of it.
80. From Raumatangi to Maboenui and from there to Rakauhamama?—Yes.
81. Did Hector pay the rent to Muaupoko, or to Te Whatanui?—To Te Whatanui.
82. Do you not know that Whatanui in 1869 made a new lease to Hector?—No.
83. Do you know that after that lease was made he died?—I do not know anything about the lease.
84. Where was Whatanui taken ill first?—At Manawaikeakea.

85. Was he not taken by Caroline and others from Horowhenua to this place?—He went away from here, and on his going away he was taken ill.

86. After he died he was brought back here to Raumatangi?—Yes.

87. Can you describe the cultivations of Te Whatanui on this land?—I could point out those cultivations that I know of.

88. Do you know Kohutoroa, a cultivation of Te Whatanui?—Yes; but after the houses were burned, it was left.

89. Were there not a great many other cultivations of Te Whatanui in this neighbourhood?—He had a good many at Hokio.

90. Right up to where Hector lived?—I did not see any cultivations up there, but I know of some plantations at Te Kaue.

91. Do you know of cultivations of Te Whatanui at a place called Otawa?—No, but I know there was an eel-weir there.

92. With regard to these plantations of Te Whatanui, were they inside the 1,200 acres that were given back to Kemp, or not?—They were inside the first 1,200 acres.

93. Is Kohutoroa in Block 14?—No it is not.

94. Was Otaewa outside of that block?—Yes.

95. Did Ema Winiata live on these cultivations I have named?—Yes; she is here now.

96. You say you are a chief: according to your ideas, would it not be right that these plantations should return to Te Whatanui?—He was defeated in 1873 by the Court, and then afterwards, in 1886, the land was divided for the descendants of Te Whatanui.

97. He had not been living on this land for over fifty years?—Yes; the place was given to him to reside upon, that is the 1,200 acres.

98. Do you not think it right, that this Commission should consider all these troubles?—I am not to dictate to the Court.

99. *Ropata Ranapiri.*] You have spoken now of the cultivations that belonged to Te Whatanui: who are these descendants of Te Whatanui?—Some of his descendants have died off; those who are alive I know as being the descendants.

100. Did you not hear that Kemp had given Pomare this land?—Yes; I heard of it from Kemp.

101. It was after the year 1886, that you heard of this?—Yes.

102. Irrespective of the 1,200 acres, what part of the block do you know belonged to Te Whatanui?—All I know is, that the 1,200 acres were given to Te Whatanui in a certain place, and I consider that was his land; there it is on the map; outside that down to Waiwiri, that did not not belong to Te Whatanui.

103. Do you not know there was great trouble about this land with the Muaupoko before 1873?—Yes.

104. And up to 1873 there was trouble between the Muaupoko and Ngatiraukawa?—Yes.

105. In 1873 then this land was brought up before the Court. I was your antagonist in the Court?—Yes.

106. And the land was given to Muaupoko?—Yes.

107. After the land was given to you by the Court, did we not have trouble also?—Yes; we armed ourselves with guns.

108. It was in 1873 that the Native Land Court gave you this land and placed Kemp in the certificate?—Yes.

109. And in 1874 we had more trouble about this land, had we not?—Yes.

110. Do you not know that Sir Donald McLean came down to suppress that trouble that had arisen amongst us?—Yes.

111. Did not the Ngatiraukawa and Muaupoko agree that McLean and Kemp should come to some arrangement whereby our trouble would be ended?—Yes.

112. And they went to Wellington where the matter was finished?—Yes.

113. Did not Kemp then make a reserve in the presence of Sir Donald McLean of 1,200 acres for the descendants of Te Whatanui and other reserves, so that the trouble should be brought to a close?—1,200 acres was given.

114. Was no other reserve given?—No, but there was money; I was not there at the time.

115. Then, how do you know?—Because I heard it from the men who returned from there.

116. Did you hear that Kemp and the Government gave the Ngatiraukawa some money?—Yes.

117. That is with the reserve that was given?—Yes, with the one reserve.

118. How do you know it was only one reserve—were you present?—I was here.

119. Then how do you know there was only one reserve made?—We heard from Kemp that Horomona Toremi had asked for another reserve, but we were not willing it should be given.

120. Were you not with Kemp when he made this arrangement with Sir Donald McLean?—I was not there.

121. Then what you say is simply hearsay?—I heard all this from Kemp; I was not there myself.

122. You said that Kemp was put in the certificate of title in 1873?—Yes.

123. But the arrangement made by Kemp at that time was the arrangement of the whole tribe, was it not?—Yes; if Kemp made an arrangement that was agreed to we agreed to it; but if he made any that was not agreed to we did not agree.

124. Did you understand that Kemp was put in as caretaker, and therefore he would have everything to do with the land?—He was put in as caretaker, but it rested with us to agree to what he would do.

125. With respect to this arrangement made by Kemp and McLean, the fighting that had been going on came to an end: is that not so?—Yes.

126. Was not that a very good action on the part of Kemp for the advantage and welfare of the Muaupoko?—Yes; that is the work that chiefs generally do—to make peace.

127. *Mr. Morison.*] You never heard of Kemp's word to Pomare until after the Partition Court of 1886?—Yes; Kemp told me after the Court of 1886.

HECTOR McDONALD, examination continued.

128. *Mr. McDonald.*] Were you in the Court when Kerehi Tomu gave the names of the four divisions of Muaupoko?—Yes.

129. Aitiaio, Ngatihini, Ngatipariri, and Ngatamarangi: are these the same you had in your mind last night?—Yes.

130. Since your childhood you have understood these to be the four main divisions of Muaupoko?—Yes; but they were subdivided again.

131. Did you hear the names of the chiefs he gave?—Yes.

132. Did you agree with that?—Yes.

133. You said last night that although these were recognised divisions of Muaupoko, yet they were a good deal connected with each other by marriage?—Yes.

134. Can you say from your own observation, having lived all your life amongst them, that there was any greater division between the Ngatipariri and the other three divisions than between any one of those other divisions and another?—I had not very much to do with the divisions, and I did not trouble myself as to who they were. I should not be prepared to say.

135. Do you remember Hanita Kowhai? He was stated by Kerehi to be a principal man in Ngatipariri in his day. Had he not leased land to your father? Did he not draw the rents from your father personally?—No doubt my father had something to do with these chiefs before I can remember.

136. But, since you can remember, was this man in the habit of drawing rent from your father?—Not individually, but with the tribe.

137. Of what rents are you speaking—since 1873 or before?—Since my father took the lease from Muaupoko as a whole; it was before 1873.

138. Did he lease from Muaupoko before 1873?—Yes.

139. Can you give the names of the Muaupoko from whom he had this holding?—No; I believe there are some documents, but I do not know where they are.

140. *Mr. Stevens.*] You gave an account of the amount of rent received by the people from your father up to a certain date from a certain date, amounting altogether to £2,449: this was at the rate of £200 a year, was it not?—It was on various terms; the rent increased as it went on.

141. That began at what time—1873 or prior to that?—From 1873 to 1886.

142. Two hundred pounds a year was the amount of rent paid between those periods?—Yes.

143. Was it £200 a year, commencing from the beginning of 1873 right up, or was there any alteration?—The rent increased after a certain number of years—every five years, I think.

144. Then, there would be two periods at which it could increase?—Yes.

145. What did the rent commence at?—I think it was £100.

146. What is being paid for it now?—It is out of my hands.

147. Was the money paid for the whole of the grazing rights in Block 11 or only a portion of it during your time?—Only for a portion—only the northern portion.

148. There was no rent paid for the portion south of the stream?—Not to Kemp or the Muaupoko.

149. During the time of any of these payments was any portion of the money paid to Kawana Hunia?—I do not think it was paid to him individually, and I do not know what he received from the tribe.

150. Was he ever present at any of the meetings?—I could not call to memory.

151. Do you remember the occasion of the building of Kupe?—I have a faint recollection of it.

152. Do you know whether Kawana Hunia took a prominent part in the building of that house?—I could not say.

153. Generally speaking, have you heard Kawana spoken of as one who took a leading and prominent part in the management of the affairs of the Muaupoko lands at any time?—No doubt he took part in the disturbance when the whole of the Muaupoko and Ngatiraukawa were in camp. He was one of the party, and one of the chiefs present.

154. You know something of the genealogy of both Kemp and Kawana?—I do not know that I do.

155. From what you have heard generally, do you think that Te Hakeke was looked upon as a very prominent chief along this coast?—Neither my father or I heard very much of them till later days.

156. Did you hear much of Nepia Taratoa?—He visited our house frequently.

157. Supposing we were to say that Te Hakeke was equal in rank to him in management and mana of the affairs of the tribe along this coast?—It was in my younger days, and I know little of them, except when there was a general meeting near our place. Te Whatanui was a noted chief all over New Zealand. It was a matter of dignity not to pass our place without stepping in to say good evening.

158. Were Whatanui and Te Hakeke great friends?—I could not say, later on Te Whatanui was lone-handed.

159. *Sir W. Buller.*] You are aware that all this question of Ngatiraukawa occupation was thrashed out in the Native Land Court of 1873?—Yes.

160. You also know the southern boundaries laid down by that Court separating Muaupoko from Ngatiraukawa?—Yes.

161. Are you not aware as a matter of fact that these people—Waratini, Tuainuku, Keraipe te Puke, Heni Matene (daughter of Matene), Nerehana te Pāia, and Rakera—are all in the Crown

grant for the Waiwiri Block, immediately south of the boundary? Is it not a fact that the Muaupoko, quite apart from the question of mana or influence, recognised in Ihaiia Taueki a hereditary chief of the tribe?—Yes.

162. But, so far as your knowledge and experience goes, the tribe never dream of entrusting the management of their lands to Ihaiia in preference to Kemp?—No.

163. You have associated with the Muaupoko Tribe from the time you were a child, and have heard all their affairs very freely discussed at public meetings and in the whares?—Yes.

164. You were familiar with Noa te Whata, who died last year at the age, it is said, of a hundred and twenty, more or less?—Yes.

165. He was the father of Raniera te Whata?—Yes.

166. And you have, with him, discussed hundreds of times the affairs of the tribe?—Yes.

167. Was he not living for a long time in your father's house?—He was living with myself for some years.

168. You discussed the affairs of the people with him, both before and after the Land Court of 1873?—Yes.

169. And both before and after the Division Court of 1886?—Yes.

170. You know a little block we have been calling Waiwiri—No. 14—held by Kemp under Crown grant?—Yes.

171. Did Noa ever say anything to you about this land, or Kemp's right to it?—Yes; very often.

172. What did he say in regard to Kemp and his right to this land on those occasions?—The main substance of the matter was this: that he and Kemp individually, if it came to subdivision, really owned this land; that it was his and Kemp's together, but he left it to Kemp, and nobody else had a right to interfere with it.

173. It was the father of Raniera who was mentioned by Kemp as the one who might have claimed he had a right to be put in?—Yes.

174. You are certain he was the man who said he could have had a claim, but he left it to Kemp?—Yes; he told my son to get some of my sheep and put on this land, as a claim for his son.

175. When did Noa die?—Either last year or the year before.

176. Was he in full possession of his faculties at the last?—Yes; I believe he would have been alive now but for a little neglect.

177. You have heard the deed of release and discharge read?—Yes.

178. You acted as licensed interpreter, and read the deed over and explained it to the Natives?—Yes.

179. You remember quite well all the circumstances attending the meeting at which the deed was signed?—I believe so.

180. Was there a full muster of the Muaupoko Tribe, save and except the small section we have been calling Ngatipariri, headed by Warena Hunia?—Yes; I think some of the latter were there.

181. You remember the speech which preceded the signing of that deed—was there a full discussion?—Yes.

182. Do you remember my explaining to the people that in consequence of the action of Warena, who brought an action in the Supreme Court in the hope of compelling Kemp to account for past management and rents received, I was anxious to have from them an assurance that everything, so far as they were concerned, was perfectly right?—Yes.

183. And that I had brought a deed up with me confirming everything that Kemp had done, and indemnifying him, so far as they were concerned, against any actions or demands?—Yes, you explained it to the people.

184. And that the deed I would ask them to sign excluded Block 11, except as to back rents?—Yes.

185. Was Kemp present, or not?—He was not.

186. In the discussion which followed, was a single word said in the way of blaming Kemp, or of dissatisfaction as to the past administration of the Muaupoko Estate?—Not that I heard.

187. Did not every speaker on the contrary say that he and she were perfectly satisfied with the manner in which Kemp had managed the affairs of the tribe in the past?—Yes.

188. Was one word said at that meeting in respect of Kemp's occupation of No. 14 or any expectation on the part of the people that this land should be returned to them?—Not that I heard.

189. And you were there all the time?—Quite so.

190. So that if any member of the tribe, which you say was fully represented there, had murmured or expressed dissatisfaction about No. 14 you must have heard it?—Certainly I should.

191. You remember the Supreme Court action in 1894? You were present at the meetings of the people at Horowhenua which preceded and followed that action?—Yes.

192. It was then matter of notoriety in the district that Kemp had leased, sold, or mortgaged to me the Waiwiri Block?—Yes.

193. You can state as a matter of fact that it was known to the whole of the Muaupoko?—Yes.

194. Did you at any of those meetings ever hear a word about this being a trust property held by Kemp on behalf of the people?—No.

195. When did you, so far as you remember, hear for the first time that it was to be set up that this belonged to the people? Did you ever hear it before the questions put to me at the Bar of the House?—Not that I know of.

196. From anything you heard here or elsewhere, had you a suspicion that a trust was to be set up in regard to No. 14?—Not that I know of. The only Native that took an interest in it or about it was Raniera, who claimed something in it.

197. The son of the chief who told you he had given it to Kemp?—Yes.

198. You are perfectly familiar with the tribe and their ways and habits: have you any doubt that the whole thing is directed against myself in consequence of what happened in Parliament?—I should say it was.

199. Was the payment of £1,000 that Kerehi was asked about made by you or by your father?—It was not paid by me.

200. Was it shortly before the signing of the deed of release, or some time before?—I should say some time before.

201. Before the Natives signed this deed of release, confirmation, and discharge, did you or did you not, as licensed interpreter, quite apart from what I had done, explain fully to them the purport and effect of it?—Yes; I am generally very careful about that.

202. And you firmly believe that every Native present understood quite well the effect of the deed he was signing?—I am certain of it. Generally after interpreting a deed I make them a small speech—an outline of the effect of the deed—and I did so on that occasion.

203. You have stated that the meeting at which it was signed was a very full meeting of the Muaupoko, and that the names in the deed comprised all the Muaupoko, except the Ngatipariri section, which had been cleaving to Warena. Do you think, leaving them out, that you could find in the district another Muaupoko but those who signed the deed?—Not belonging to or residing on the block.

204. How is it then that we have introduced, as registered owners, one hundred and forty-three or more names—the list of those who signed the deed of release being considerably under 100?—A great many of those who signed the deed of confirmation have been successors, over and over again, to those who have died.

205. Quite so. Then, since the Court of 1873 there has been very great mortality amongst the unfortunate Muaupoko people?—There has.

206. *The Chairman.*—The deed was signed at the time you read it over?—Yes.

207. Were all those whose names are in it present at the time?—Some of them signed here, but I was present on all occasions, I believe.

208. *Sir W. Buller.*] And you explained the effect of the deed to every one who did sign?—Yes.

209. *Mr. McDonald.*] You say that Noa lived on your premises until he died?—Yes.

210. He frequently spoke to you, and suggested to you to let your sheep pasture upon Block 14, as being the property of himself and Kemp; when did he last make that suggestion to you?—Right up to the date of his death, or within a day or two of it.

211. Therefore he could not have recognised Kemp's sole title to No. 14, as alleged?—I do not know; I suppose he claimed Kemp as his son, or claimed to be his *tupuna*, and wherever Kemp held he claimed to have as good a right as Kemp—if Kemp chose to do a thing, he was willing.

212. But up to the date of his death he contended that he had a right in this block, notwithstanding what Sir Walter Buller alleged to be Kemp's legal title to No. 14?—I do not say he claimed, because, whatever Kemp did, he allowed him to do as he liked.

213. Kemp is alleged to have a perfect legal title to that section?—But the old man did not understand that. He would not understand whether it was 100 acres or half an acre; but he occupied with Kemp that particular portion called Papaitonga or Waiwiri.

214. Meaning the particular part numbered 14?—Yes; and even outside there. He claimed the whole country round there.

215. You say there has been great mortality among the original owners of Horowhenua as named by the Court of 1873?—Quite so.

216. But successors have been appointed to all, or nearly all, the deceased owners?—I do not know; so far as I know of, I believe so.

217. Can you give many instances in which a deceased owner—one of those mentioned in 1873—has had only one successor appointed to him? Has it not generally been two or three to each deceased owner?—I do not know.

218. If the book shows so, you will admit it?—Yes. In some cases successors have been appointed over and over again to various people who have died.

219. It will follow, then, that, at the date of this deed, there must have been more owners of the block than in 1873. Do you know whether the total number of owners in 1892 was greater than in 1873?—I am not prepared to say.

220. There were 143 owners found in the Court of 1873, but only 106 persons who were found to be owners in No. 3, with 105 acres each. You have heard of that?—Yes.

221. You have also heard that there were forty-four persons inadvertently omitted of the same class of persons to those 106 who were to get land in No. 3. They were to get 105 acres each, were they not?—I should not like to say.

222. Then, going back to the 106 persons, each of whom got 105 acres, they included all the resident Muaupoko, as far as you know?—I do not think they were all resident.

223. But it included all the resident ones?—I will not admit that either. I am not prepared to say.

224. There were 106 of them, and I understand only sixty persons signed the release, many of whom are successors to the original owners, yet they are only sixty. What has become of the other forty? You say all the Muaupoko were present when this deed was signed except what Sir Walter Buller calls "a small number of Ngatipariri." If they were all present, why did they not all sign? Where are the other forty, leaving out all other persons excepting the first class of 106?—I am not prepared to say where they are.

225. Why did you say all Muaupoko were present when the deed was signed?—All the resident section was present.

226. What I understood you to say was that they were all present?—So far as I recollect.
227. *The Chairman.*] Do you hold that on the part of the tribe all who executed the deed are bound by it?—Yes, certainly, so far as I know, provided they signed it according to law.
228. So far as technical requirements are concerned?—Yes.
229. *Mr. McDonald.*] How many of the sixty were present at the meeting you spoke of?—I should say pretty well all that signed.
230. *The Chairman.*] Was old Noa's brain clear up to the time of his death?—Yes, as clear as you or I.
231. Was his memory good?—Yes, very good—his memory and bodily structure. He was as strong as a bullock up to the time he died. It was only from neglect that he died.
232. He was in possession of all his mental faculties up to shortly before his death?—Yes.

BARAKU HUNIA examined.

233. *Mr. McDonald.*] You live at Horowhenua?—Yes.
234. Where were you born?—At Rangitikei.
235. Your mother is Heriora, sister to Ihaia Taueki?—Yes.
236. And she is of the Muaupoko Tribe?—Yes.
237. To which subdivision does she belong?—Ngatihini.
238. But Ihaia and your mother have various hapus, have they not?—Yes; that is, from their ancestors.
239. Ihaia Taueki is son of Taueki, the friend and companion of Te Whatanui?—Yes.
240. How old are you?—Twenty-three.
241. Have you been taught anything of the law of your ancestors?—Yes. I have heard something of that from my father; some things I know, and some I do not.
242. You know Kerehi te Mitiwhaha?—Yes.
243. He told us that Makere te Rou was a chief person now of Ngatihini; is that so?—No; my grandfather was the chief of that hapu—Taueki, and his wife Kahikuri. The woman who sung the lament was my mother.
244. Te Rangimairehau told us that song was composed and sung on the occasion of an attack by Muaupoko, who were besieged by Tukorehi?—Yes.
245. And your mother made that song and sung it?—Yes; my ancestor: she was a chieftainness of those hapus.
246. Do you say that your grandfather, Taueki, was chief both of Ngatihini and of Ngaitamarangi?—Yes; Kahikuri was chieftainness as well.
247. Who was the chief of Ngatiao, in your opinion?—I heard it was Rangirurupuni and Kerehi and others.
248. Is this what you wish us to understand—that when Taueki and your grandmother were chief of these two hapus Rangirurupuni was chief of Ngatiao?—Yes.
249. Who was chief of Ngatipariri at that time?—I never saw Taueki, and could not say whether they were alive at the same time.
250. You have heard that they were alive at the same time?—I could not say.
- 250A. Did your mother tell you who was chief of Ngatipariri when Rangirurupuni was chief of Ngatiao?—She did not say anything about that to me; I have heard that Rangiohia was chief of that hapu.
251. But you do not know much about them?—No.
252. Do you consider that you know all about your own hapus?—Yes; I have heard it always spoken of amongst us.
253. Where does Kemp come in these hapus?—I do not know; he has never told me.
254. Did your mother not tell you?—No; she only told me about herself, and some of what she said I do not remember; there was no trouble in those days for her to explain these things to me.
255. You are one of the successors of your father, Kawana Hunia, in No. 3?—Yes.
256. You are also one of the successors of your mother, Heriora?—Yes.
257. Do you claim any interest in Block 11 now?—Yes.
258. By what right do you claim there? You are the successor of your father and mother—under which of those two do you claim?—Both of them.
259. You also believe yourself to be one of the forty-four in No. 6?—Yes; my name is in the certificate.
260. Do you claim anything in No. 11 in respect of your original right as one of the *rerewahos*?—Yes.
261. Do you claim in respect of your interest in 6 in No. 11?—I had a claim in both before it was divided.
262. Rangi Mairehau said it was for Major Kemp to allot land in No. 11: do you agree with that?—No.
263. What do you propose to do; how do you propose to get into No. 11?—He said he was put in there as a caretaker; but why should he have all the say in it? I do not consent to his having it, and when he dies that it should be given to his descendants.
264. You say he is a caretaker?—He is not a caretaker; but, when he dies, the land will go to his descendants.
265. Do you say he is a caretaker as long as he lives?—Yes; of my land.
266. Supposing he does not give you any; what are you going to do?—Then I shall say he is a most untruthful caretaker; if he does not give me any land he has not fulfilled his position as a caretaker.
267. Your mother was alive when the Court of 1886 sat, was she not?—She was dead before then—just before the Court. I do not know what happened at the Court at Palmerston; I was at school at Rangitikei.

268. At the beginning of the Commission you said you had a case of your own?—Yes.

269. *The Chairman.*] We suppose you want to claim your proper share with the others in 11, 12, 14, and 6?—Yes; so that I shall get my rights.

HOANI PUIHI examined.

270. *Mr. McDonald.*] You are known also as Hori te Amorangi?—That is one of my names.

271. You belong to Muaupoko?—Yes.

272. And live where?—At Horowhenua.

273. Have you lived there most of your life?—Yes; it has always been my home.

274. Where were you born?—At Otaki.

275. Were you born before the Kuititanga?—Yes.

276. That was the last fight on the coast between Ngatiraukawa and Ngatiawa; where were you when that fight took place?—I was at Horowhenua.

277. Were you born when Haowhenua was fought in 1836?—I was born before that.

278. Who is the elder, you or Kemp?—I think he is older than I am, but there is not much between us.

279. Were you in Court when Kerehi told us the divisions of Muaupoko?—Yes.

280. Do you agree that those are the divisions?—That is quite correct.

281. To which of them do you belong?—I belong to the four.

282. How do you connect yourself with Pariri?—Kawaenga was the first; after that came Te Rongo Patahi, and after that came Pariri.

283. Then, you cannot connect yourself directly with Pariri?—That is my connection.

284. What relation are you to Kemp?—Cousin.

285. Can you explain how you are his cousin?—[Relationship explained.]

286. How does it come about that you and Kemp being so closely related, and you the elder, he occupies so prominent a place in the Muaupoko Tribe—much more than yourself?—A long time ago Kemp was a mail-carrier and a policeman. We were placed by our father, Tanguru—Kemp's father and my uncle—at Wanganui. My elder brother died at Rangitikei, and then my uncle, Tanguru, thought of me, and brought me back here when we were children, and it was decided to leave Kemp at Wanganui. Our father decided that Kemp was to stay at Wanganui, and be a chief there, and I was sent back to Horowhenua to remain here. I was coming back here lest I shared the fate of my elder brother.

287. You were placed at Horowhenua by your uncle, Tanguru?—Yes.

287A. And your cousin, Kemp, was to be left at Wanganui to be a chief?—Yes.

288. Then, how does Kemp come to obtain the prominent position he has done at Horowhenua?—It will be because of ancestry in the first place, and because he has a right to this land.

289. But how did he get the prominent position?—Because of his great right of chieftainship over this tribe, and over the land.

290. How did he come by this mana over Muaupoko, you being the elder?—Because he has been a man that has been thrust forward by the Government; and also the mana that he derived from the Natives.

291. Were you at the Court of 1873?—Yes.

292. And you were one of those registered in that Court?—Yes.

292A. Kemp was the certificated owner?—Yes.

293. The land was then leased, or shortly afterwards, to Hector McDonald?—Yes; about that time.

294. Did you get any of the rents from 1873 to 1886?—Yes; I had some.

295. How many times did you get money?—Once.

296. There was about thirteen years' rent, and you got money once. How much did you get?—The money was divided out, so much for this hapu and that.

297. How much did you get?—I got £10.

298. Is that all you got during the thirteen years?—Yes; I asked Kemp for this money, and he gave it.

299. It was from Kemp you got the £10?—Yes.

300. You are sure you did not get any more?—No; no more up till now.

301. With regard to the £1,000 later, how much did you get of that?—£50.

302. So that, from the year 1873 to the present time, you have had £60 out of the rents?—That was not for me alone; it was for the hapu. Moneys were given out—£9 here and £9 there, and so on.

303. Now we come to the Court of 1886. Were you at that Court?—Yes.

304. Do you remember me being there? Did you hear anything about the railway that went through this land at that meeting?—Yes.

305. What was done about it?—We gave that land to Kemp for the company—for the railway.

306. Have you any claim upon that?—No; because we gave it up to Kemp.

307. Did you hear of a block of 4,000 acres that was to be sold for a township?—Yes.

308. What were you told about that township?—We were told that the land was to be sold to the Government, and the proceeds to be used in paying the surveys on the land.

309. All the surveys on the land?—All the surveys connected with the land; and we assented to that.

310. The subdivisional surveys and the outside ones?—Yes.

311. Anything else?—There were certain sections—one in every ten—for the Natives; the money was to be brought back to the tribe, and they were to arrange about the payment of the surveys with it.

312. Have you got those sections?—No; but I will explain. I spoke to Kemp to take the land that was mine and divide it off from the township—a piece of land called Tiroiro.

313. Did he say he would do so?—Kemp did not assent to my request.

314. Did he assent to the tenths?—He assented to that about the sections.

315. But the particular piece you asked to be cut off for yourself he did not assent to?—No; when the surveyor came down here for the land I obstructed it. I wrote a letter then to Mr. Lewis, of the Native Office, in Wellington, to have my piece of land, named Tiroiro, divided off, and Mr. Lewis told me I had better go and see Kemp about it; and that was the reason I opposed the survey, and I went and saw Kemp. I said to Kemp, "The survey line is coming through my place, and I object to it." I went to Wanganui to see Kemp, and he said, "Do not obstruct the survey; let it go on, and when it is finished I will have your piece cut out." Then Kemp and I went to Otaki, because there was a number of people going to Waitangi to bring the meeting here. We had a meeting at Otaki, and there was myself and Wi Parata and Hoani Taipua and Kemp. I said to Kemp, "Are you going up to Ngapuhi?" and he said, "Yes." I said, "What about my land, because the sale of this land will take place shortly?" He said, "I have sent a letter to the Government about it." Then Hoani Taipua said, "Well, then, your land is gone to the Europeans, and will not come back"; and my land is gone, and I have not had it back since. This land and the land belonging to my son is all gone too. That was the end of it—my land was taken by the Europeans.

316. You have abandoned your claim to the tenth sections?—No, I did not; I remonstrated against the tenths being taken.

317. Did you not send an application to the Native Land Court to investigate your claim to these tenths?—Yes, I did; and I went to Palmerston.

318. Did you appear at the Court?—Yes.

319. What did the Court say to you?—The Court told me that Kemp had sold the sections; and I became very sad in consequence of that, and in consequence of what was done with the other land, and my sadness has not ceased up to the present time.

320. Do you remember at that Court a piece of land being apportioned for Ngatiraukawa?—Yes.

321. How much worth?—In 1875 there was 100 acres; in 1886 I am not quite certain how many hundred acres were partitioned off.

322. Do you know where they were placed at first?—I know during some trouble that occurred between Muaupoko and Ngatiraukawa there was something done. An arrangement was come to by Sir Donald McLean and Kemp that 1,200 acres should be cut off, and some money given.

323. Were you present when that arrangement was made?—No; I was here.

324. How much was the money?—I think about £1,000.

325. Did you hear of what was then done about the 1,200 acres and the money?—The whole thing was written on parchment.

326. But you were not there?—No; I heard this.

327. From whom did you hear it?—I heard it from some of the Muaupoko who had returned.

328. Was the land cut off for the Ngatiraukawa just at that time?—All the land to be given altogether was 1,200 acres,

329. But was it then cut off?—Yes, it was.

330. Where was this 1,200 acres?—It is there on the map.

331. Was this done at the time you are speaking of?—I do not know exactly the time it was divided off.

332. Did you hear anything about this 1,200 acres at the Court of 1886?—I heard nothing about it at the Court; perhaps I was outside at the time.

333. Were you here when Makere was giving evidence?—Yes.

334. Did you hear her say it was I who prevented her getting these tenth sections?—Yes. It was wrong of her to say so. It was a mistake; it was not your fault, it was Kemp's. You were conducting the case according to your instructions from Kemp.

335. Were you present when all these divisions were made in Horowhenua at the meetings before the Court?—Yes; in 1886.

336. To whom was Block 10 awarded?—Kemp told us he was in great trouble with the lawyers—Siewewright. He asked us to give him the land to pay the expenses he had incurred with the lawyers.

337. Where did he say these expenses were incurred?—Wanganui and Murimotu.

338. You have no claim further upon that?—No; we gave that to Kemp. I have no claim upon that.

339. Do you remember this large block of 4,620 acres—No. 6?—Yes. That we arranged for Kemp to take care of for the people who had been left out before—the *rerewahos*.

340. Was there any talk at those meetings as to who those omitted persons were?—Yes. We arranged that No. 6 should be given to those who had not appeared in the certificate, and we left it to Kemp to select the names of the Muaupoko to whom that land should be given.

341. Was there any mention at that time of who these persons were?—Yes; we did talk over it, but I cannot give the names.

342. Who said there was anybody left out? Where did that information come from?—We knew some people had been left out of the certificate.

343. What certificate is that? Who wrote it?—Kemp.

344. Did he write it at the time of the meeting?—It was written at Palmerston.

345. How many names?—I cannot say whether there were forty names or not. There may have been; but there was a paper of names written at Palmerston.

346. Do you remember how many acres each of these persons was to have?—No; I do not know anything about the divisions.

347. You know Block 3, where everybody got 105 acres each?—Yes; I know that.
348. Were these omitted persons we have been talking about to get as much or less than that amount?—I do not know about that. The law will decide that.
349. Who was Waiwiri—No. 14—cut off for?—That was a piece apportioned out for the Ngatiraukawa in 1886.
350. Did you ask in Court for a title for the Ngatiraukawa?—That piece of land was cut off from No. 11.
351. In whose name was it put in the Court?—Kemp's.
352. What was he to do with it?—He was to give it to the Ngatiraukawa.
353. Has he done so?—The Ngatiraukawa would not have that piece of land.
354. What became of it, then?—Then it returned to Kemp.
355. Did you agree that Kemp should keep it when the Ngatiraukawa refused it?—No; I did not consent. I wished that piece of land to return into the block from which it had been taken—No. 11. It ought to be put back into the land belonging to Ngatipariri, because it is in their country.
356. You never agreed that Kemp should keep this land for himself?—No.
357. Do you know any other member of the Muaupoko Tribe who did agree at that meeting that it should be Kemp's own?—I never heard of any one consenting that Kemp should retain it.
358. Did you ever hear Kemp asking Muaupoko to agree to leave it with him?—No, I never did. The Muaupoko gave him that piece of land in his own name; but now I say that it ought to be returned and put into No. 11.
359. Why do you say that?—Because that piece of land ought to be gathered together by this inquiry.
360. You say it was cut off and given for Kemp to give to the Ngatiraukawa; why do you say now it should be returned to No. 11?—I want this piece of land to be brought back and put under the mana of No. 11, so that it should belong to No. 11 and afterwards be divided amongst the people.
361. You told us the land had been given to Kemp; why do you ask now that it should be given back?—Because the Ngatiraukawa have not got it; so I think it should be returned to Block 11, from which it was taken.
362. Who was Block 11 awarded to at the Court of 1886?—To Kemp and Warena.
363. Was anything said to Kemp and Warena when it was given to them?—Yes; we did say something to him, but it was not of much consequence.
364. What did you say to them?—"You commenced to take care of this land from 1873, and now, in 1886, we give you this piece of land to take care of."
365. Did you say anything to Warena?—Yes; we said that to both of them.
366. But that would not be true of Warena?—In 1886 his name was put in as a caretaker; that word was turned off from its original meaning and has all gone wrong. The law has said, "None of you have any claim on this land; it belongs to Kemp and Warena." The reason we judged the law has done this is because the land has not come back to us; the caretakers had all to do with this block, so that was why we thought the law had given this block to them both. I thought, "Well, then, it is true that the block belongs to these two," and I asked Kemp, in 1886, to give the land back to the tribe and have it subdivided.
367. What did Kemp say?—He would not consent to it. He said, "I will not consent."
368. Did you ever ask him any more about it?—When we came back to Horowhenua I spoke to him again about it. There was a meeting of Natives and Europeans there, and I spoke to him about it, and he would not consent.
369. What did you say to Kemp?—I spoke in the Square at Palmerston—"Kemp, I think you and the youngster that is with you had better cease your work and let this land be given back to the people." He then said, "I will never, never consent to it." Then I spoke again; I said, "Very well, this land will be consumed"; and it turned out quite right, and it has gone.
370. You say that was in 1890?—It was at the time the Court sat at Palmerston.
371. Do you mean the first or the second Court?—The second Court.
372. Was that when Kemp and Warena were quarrelling?—Yes.
373. He would not agree at all to divide the land?—No.
374. Did you not hear at that time that he proposed to give the tribe 8,000 acres?—Yes; I did hear that.
375. When did you hear that?—At Palmerston, at the same Court.
376. Then, why do you say he would not agree at all to give you anything?—Because that would not have been right to give us 8,000 acres. He said so, but he never gave any; it was not agreed to. What he meant about this was that he would consent to this land being given to the tribe: "If your thoughts are good and clear it will be all right, but, if they are not, it will not be right." The trouble was that Fraser's name had been mixed up with it. It is not good for Europeans to have anything to do with this land; and that was the cause of the trouble.
377. Were you willing to take the 8,000 acres if you could have got them?—I should think time enough when it was offered.
378. Do you not think it would be a good speculation for you to take this 8,000 acres as an instalment, and see what more you can get?—I do not want any halves of the land—I want the whole.
379. After that, did Warena make any offer?—Yes; we heard Warena speak about this land.
380. What did he propose to do?—The land had been divided between Warena and Kemp by the Court, and Warena wanted to give the people 3,000 acres out of his share.
381. So that would be 11,000 acres with what Kemp wanted to give?—No, that is another thing altogether; Kemp wanted to give it to his people, not the Ngatipariri.

382. Was it not proposed to give 2,000 acres to the Ngatipariri?—Yes; Kemp wanted to give that from his division, and Warena wanted to give it from the portion put in his name.

383. Hariata is Ngatipariri is she not?—Yes.

384. And Hiria also?—Yes.

385. What is your hapu?—We are the heads of Muaupoko as a whole—Kemp and I and Wirihana.

386. According to the division made by the Court, the part to the north is Kemp's part, is it not, and the part allotted to Warena is down south?—Yes.

387. Was this proposal that you spoke of to give 8,000 acres and 3,000 acres made to Muaupoko after this division had been made or before?—They had a struggle in Court, and neither were victorious, so the Court divided the land between them, and, after the boundary was laid down, then Kemp said he would give so much for his tribe, and Warena said he would give 3,000 acres for his.

388. You have said that you learn the law says the land belongs to them?—Yes.

389. Who told you that the law had said that?—I heard it commonly reported amongst the Europeans, but I dare say it was untrue.

390. Can you tell me any European who said that?—I have heard it commonly reported.

391. *The Chairman.*] Did Sir Walter Buller say so?—No; he has not spoken to me about it.

392. Did you not, hearing this, go to somebody and inquire?—No; what was the use of talking about it?

393. Are you accustomed to take the first story you hear in the road as a rule for your conduct?—I heard of it, and it did not matter. It was of no consequence. I supposed it was true.

394. Then, if you believed you had no more claim to this land, what did you understand by the proposal of Kemp and Warena to give you the 3,000 acres and the 8,000 acres of this land back?—That was a long time ago.

395. Did you hear of the proposal before you were informed that the land belonged to these two men?—It was after Kemp had made an offer of returning 8,000 acres and Warena 3,000 acres that I heard the law decided that the land belonged to them individually.

396. And you believed it?—Yes; and that is the reason I have come before the present Commission to see if I cannot get back my land.

397. You heard Te Rangi Mairehau, Makere, Kerehi, and Raniera give evidence, and you heard them say it was for Kemp to select persons for No. 11?—Yes.

398. What do you say to that?—I should not agree to that. I am quite content, if this land is brought up, that Kemp and Warena should themselves divide the land and give to each his portion.

399. *Sir W. Buller.*] You and Kemp are old friends, are you not, from childhood?—Yes.

400. You admit his chieftainship and he admits yours?—Yes.

401. Have you been wandering from one side to the other: is that true?—My body has not been travelling, but I have spoken on both sides.

402. During all the time I have been acting for Kemp and the Muaupoko, have you come and spoken to me or have you kept with Warena's people?—No.

403. You have remained with the Ngatipariri—with Warena Hunia?—Yes.

404. All through you have thrown in your lot with Warena Hunia and those you call Ngatipariri?—Yes.

405. You took his side in the Supreme Court when Kemp and the chiefs went to the Court for relief?—Yes; we were all there.

406. You did not give evidence in that action?—No.

407. Never mind what the law or lawyers or pakehas in the street say—you heard the Land Court "whakataunga'd" this land in the names of Kemp and Warena in 1886?—Yes.

408. You did not get up in Court to object?—No.

409. You are a clear-headed man, a *kaumatua* and a *rangatira*; when you heard the Judge say an order was made in favour of Kemp and Warena, what did you understand?—I thought it was right.

410. Why was it right?—I and my hapu, when we heard the name of Warena mentioned, assented to the propriety of its being put in. Kemp was assenting to Warena's name being put in, and I assented too.

411. Why did you assent?—Because the hapu and myself and Kemp had arranged that Warena's name should go in.

412. Why did you consent?—Warena was a descendant of Kawana.

413. Why did you assent to Kemp?—Because he was just the same.

414. Why were you *marama*?—They were put into the land to conduct it in a proper manner.

415. What would be conducting it in a proper manner, in your opinion?—For them to divide it amongst the people.

416. What people?—Muaupoko, Ngatipariri, Aitiao Nga Tamarangi, and Ngatihini.

417. Do you mean by this all the Muaupoko, or residents only?—Those residing permanently on the land; that was why I was agreeable.

418. You have told us before this these two men were put in as *kaitiakis* in the beginning?—Yes.

419. If these *kaitiakis* had tried to bring in those whom you had put into the *pataka* on the mountains, what would you have said?—We should have cleared them out.

420. If they had tried to put out any of the residents, what would you have said?—That would have been wrong.

421. You have had three wives all living at the same time at Tiro tiro?—Yes.

422. That is why you have got so fond of it?—No; I wanted my land to be returned to me.

423. The survey-lines came right through your kianga, where your wives were so happy?—

Yes.

424. That made you very *pouri*?—Yes.

425. You were *pouri* with the surveyors for taking the line through?—Yes.

426. And did your sadness extend to Kemp?—I was sad because he had taken land to sell it, and taken the survey through my kianga.

427. Kemp sent a letter to the Government, asking them to cut out your kianga?—I sent Wirihana to Kemp to have my piece of land excluded from the sale, and Kemp said, “He is making trouble about the land; I will not have anything to do with it.

428. He did write to the Government, did he not?—That is what he said.

429. You do not say that is false?—I do not believe it now.

430. Whose fault was it that your kianga was not cut out: Kemp’s, or that of the Government?—I make no accusation against the Government. It was Kemp; and the sections also that we should have had: that was Kemp’s fault; and the money also.

431. That is why you were *pouri* with Kemp?—Yes.

432. If you had got back your nice little reserve you would not have been *pouri*?—I should not be sad without cause.

433. But you would have had no *pouritanga* about this township?—Yes; I should be sad about the sections.

434. It is a long time ago since this township was sold, is it not?—Yes.

435. And you have been *pouri* about these sections?—Yes.

436. You sent a claim to the Land Court about these sections?—Yes.

437. But have you ever been to Kemp to ask him about it at any time?—No; never.

438. Why have you never spoken to the author of this mischief?—It would be no use going to him now, because it has all been sold to the Europeans. I kept my *pouritanga* in my heart.

439. You have kept quite friendly with Hector McDonald all these years, have you not?—Yes; I have been his sincere friend, when his father was alive and now.

440. And you are one of the acknowledged owners of all this land?—Yes.

441. How is it you have been satisfied with £10 all these years, when all these thousands have been spent? Have you not forgotten some money that you have received?—If all the tribe do not choose to ask for the money that is their look out.

442. Have not your three wives asked you to give them money during all these years?—No; they are good wives. There is no humbug about them.

443. You remember the £1,000 that was paid. Who divided it?—We all divided it.

444. As you are an eminent chief, you took an active part in the division?—Yes; I was angry when they said some should be given to Kemp.

445. And the tribe listened to you, and did not give it?—Yes; there was a division of opinion. Some were for giving Kemp money, and others said, “No, we will not.” But not one of our hapu wished Kemp to have any portion of the money. Ngatihini wished to give Kemp some money.

446. How much of this £1,000 did you take for your hapu, Ngatipariri?—£50.

447. You remember my coming up to Horowhenua in 1876, when a new lease was signed?—Yes.

448. I brought Hector McDonald and £400?—Yes.

449. You were a chief then, and took part in the *korero*?—Yes.

450. How much did you take out of that for the Ngatipariri?—I have forgotten.

451. Was it a good big share?—Perhaps I took £100 or less.

452. Do you remember that, when all the hapus assembled and handed over a share to Kemp, and Kemp threw it back to them?—Yes. I forgot what the amounts were.

453. At that time, you and Kemp were quite friendly?—Yes; the tribe then was very different to what it is now; they were working in unison.

454. All this trouble has arisen out of the division in 1886?—Yes.

455. You remember this land being divided by the Court, in 1890, between Kemp and Warena; half being given to one and half to another—the land north to Kemp, and the land south to Warena. In your opinion was that a just division?—Yes. I thought it was finished.

456. That is to say, you thought that Kemp would divide the land on one side, and Warena the land on the south side?—Yes.

457. Among all the people entitled to go into these two portions?—Yes; among the people who were on the land.

458. And you thought the thing was then completed?—Yes; my thought was that the thing was finished.

459. You did not know of any other land to be divided, only these two portions?—Yes.

460. Do you remember how many thousand acres there were in Kemp’s half, and how many in the Ngatipariri half?—I do not know whether there were 6,000 acres in Warena’s half, or whether there was 8,000 acres in Kemp’s half, but it was that, more or less.

461. Still, you looked upon it as a perfectly fair division between the two tribes?—Yes; I was quite satisfied with the division the Court had made.

462. It would not have been right to add any more to Ngatipariri, and given them more than Kemp, or to take from it?—I thought, “Well the Court has divided it in this way.” We were satisfied with the division the Court had made.

463. You said in reply to Mr. McDonald that your idea was that the 1,200 acres at Waiwiri would be thrown into the Ngatipariri portion of the block; would not that have given them too much?—I said to Mr. McDonald I thought the 1,200 acres had better be given back for the Ngatipariri, because a portion of the Ngatipariri’s portion had been taken off for Ngatiraukawa.

464. That would have made the Ngatipariri share larger than Kemp’s?—Yes; but my idea was that it would be only right to take that piece of land back into the Ngatipariri share.

465. Is not that your idea since the Commission commenced?—Yes.

466. Was there any idea of that kind in your mind when the Court was held at Palmerston about the division?—No; I had no thought of that kind at Palmerston; but when I heard the Ngatiraukawa had refused the land, it was then I thought it ought to be put back in No. 11 Block for Ngatipariri.

467. Did you not, at the Court in 1886, hear the Ngatiraukawa say, “ We will not have this 1,200, but 1,200 acres up at Raumatangi ”?—Yes, I heard that.

468. And they quite decided not to take Waiwiri?—Yes.

469. And it was a final determination of theirs to take it up at Raumatangi?—Yes.

470. There has never been any proposal to exchange since?—No.

471. When this proposal took place afterwards at the Court of 1890, as you have told us, when Kemp said “ I will give 8,000 acres,” and Warena said “ I will give 3,000 acres to my tribe,” nothing was then said about Waiwiri being given back to you?—No.

472. You never said anything about it to the tribe at that time?—No; I said nothing.

473. And you said nothing to Kemp about it at that time?—No.

474. But now the thing has come before the Commissioners you think it ought to be given back?—Yes; it was when I heard this Commission was going to be appointed I thought this land should be returned to the Ngatipariri to be put back into No. 11.

475. That was the first time the thought came into your mind?—Yes; and I came to give my ideas.

476. Then, you began to think that Waiwiri ought to come back to Ngatipariri?—Yes, that the land should be given back to Ngatipariri, and my land that was taken should be given back, and the moneys that have been paid over also.

477. And the £2,000 the Government paid to Warena Hunia?—Yes.

478. Although that was spent and used by Warena?—Let it all be brought under the law.

479. Would this not be quite right: there was a sale by Warena to the Queen, and Warena got £2,000; he has told us he spent the money himself; now that we have a Commission sitting to inquire into the whole matter, do you not think it would be right for the Government to find another £2,000 and put it on the table, and ask the Commission to whom does it belong?—Yes; that would be right.

TUESDAY, 31ST MARCH, 1896.

JOHN ALEXANDER WILSON examined.

1. *Sir W. Buller.*]—You are a Judge of the Native Land Court?—Yes.

2. And have been so for many years?—Yes; since there has been any Commission, nearly nine years.

3. You have had a large experience of Native affairs?—Yes.

4. You presided at a sitting of the Court in 1886, when the Horowhenua Block was brought before the Court for division among the owners?—Yes.

5. It was a block of 52,000 acres or thereabouts?—Yes.

6. When this was brought before you, you found a certificate of title under the 17th section of “ The Native Lands Court Act, 1867 ”?—Yes.

7. The title being in the form of a certificate to Kemp, with some 143 others interested in it?—Yes; it was in the name of Kemp, with a number of *cestui que* trusts interested in it. I cannot remember how many.

8. I think you proceeded under the 59th section of the Act of 1866?—No; that was a mistake. We heard it under the old Act, I think, entirely. I gave the Natives their choice of having it heard under the new Act of 1886 or the old Act, and they chose the latter.

9. Will you shortly explain the effect of this, and what difference it made under which Act you proceeded?—I do not think it made any difference. The old legislation was not so complete as the new.

10. It did not give the Court such extensive powers?—Oh, yes; it gave them just as extensive powers. It would be under the Native Land Court Act of 1880, and the Subdivision Act of 1882. The former compelled us to give effect to voluntary arrangements; the wording of the clause in this Act was peremptory. The Act of 1882 enabled us to divide the land.

11. You have a distinct recollection of what happened in this Court of 1886?—Yes; I think so.

12. On that occasion what Native chief appeared to represent the Muaupoko?—Kemp.

13. According to the minute-book you commenced proceedings in 1886?—It was in November; I cannot remember the exact day.

14. Who was the Assessor on that occasion?—We commenced with Hamiora Mangakahia; he belongs to the Thames.

15. Then something happened?—Yes; after a day or two his wife fell sick, and he went home.

16. He was replaced by another Assessor?—I had to adjourn for a day or so to get another Assessor, and I got one named Kahui Karanihi.

17. Then you commenced proceedings *de novo*?—Yes, so as to give effect to the former proceedings; otherwise I did not think it would be legal.

18. Before this, and the calling of another Assessor, you had made certain allotments in the way of giving effect to voluntary arrangements?—Yes; we had.

19. And when the Court resumed you had them called on again, and confirmed them—repeated the orders?—We had them confirmed, and made fresh orders, but the numbers were not the same.

20. That had the effect of disarranging some of the numbers?—Yes; they were not kept in the same sections. The Natives did not bring them up in the same order.

21. Throughout these proceedings Kemp was spokesman for the tribe?—Yes.

22. Do you remember his introducing No. 12—1,300 acres—and do you remember anything which took place when he introduced it?—Yes.

23. He asked for a certificate in the name of Ihaia Taueki. Do you remember asking him to give further information?—Yes; he asked for a certificate in his own name. A Native got up and raised objections to that, and the matter was adjourned to a subsequent time—I think the day following.

24. And on the day following what happened?—They had it arranged, and the order was made.

25. Do you remember saying in the Court that you asked for information, and that Kemp said something. You thought it necessary when one name was put in to ask for the meaning of it?—Yes; I asked who were the parties interested, and the Court was told to mind its own business; and the implication was, though the words were not used, that we were simply giving effect to an arrangement.

26. You made no inquiries, but gave effect to a voluntary arrangement?—I do not know that I said that in the Supreme Court, but it had the effect of preventing the Court from exercising any discretion. We found we were sitting administratively, and in no other way. We have two branches—administrative and judicial—and we were sitting then administratively.

27. *The Chairman.*] So that you merely carried into effect what you were satisfied was the verbal arrangement made by the Natives outside, and did not go on to explain the effect of this, but merely said, “You have arranged so and so, and we carry it out”?—That was so. We were taken up very shortly by Kemp, in a manner that only Kemp would do. I thought it was not an improper question to ask, considering that the Natives are not very well informed in many respects; but we adhered to our rôle, and did no more.

28. *Sir W. Buller.*] The order was made not in the name of Kemp, but in that of Ihaia Taueki?—Yes.

29. Do you remember, after a number of subdivisions were made, going to what we call the residential part of the Block No. 11—15,000 acres?—Yes.

30. The portion on which the lake is situated, comprising the cultivations and burial-places of the people, making 14,000 odd acres?—Yes; I remember going to that.

31. What took place when the matter was brought on? It was brought on by Kemp, was it not, who applied for an order and certificate in his own name?—Yes.

32. Did he make the application or did Alexander McDonald?—It was Kemp who spoke to the Court. Mr. McDonald was there; I think he was there always.

33. He appeared to be advising Kemp?—I cannot recall that. I know that McDonald was there acting very effectively; but really I forget whether it was Kemp he was acting for. I distinctly remember that he was acting for Kemp in the matter of the railway; and, I should think, he must have acted all through for him, but I am not clear about that.

34. Do you recollect that it was Kemp who asked for an order in his own favour?—It was Kemp who addressed the Court. It is what he said that I remember. I do not say McDonald may not have made the formal application; it is possible that he may have; but it was Kemp's speech that I remember.

35. Will you state to the Commission your recollection of that speech?—I have stated it in the Supreme Court. Kemp stated that he wished to forego what became No. 11 (Subdivision 9 had been already cut off some days before. It was by that time out of the Court. Mr. Lewis came up and ordered it out of the block before No. 11 existed). From the earliest stages there were a number of Te Whatanui's descendants about Palmerston. Some of them were stopping at the same hotel as myself, and one sat opposite me at every meal and tried to approach me in respect to the interest that Kemp, it was said, was going to cut off for them, and said that the land was not good. I told him that he had no *locus standi* in the Court, and that I could not pay any attention to him; that their names were not in the title.

36. But what portion did you understand him to be referring to when he said the land was bad?—That was the portion proposed to be given which was still in a pending condition. In due time, Kemp said that he was going to give a piece of land of 1,200 acres to Whatanui's descendants. He said that his friend, who was dead—referring to Sir Donald McLean—had asked him to do so (I am only speaking from memory), and though he had not promised to do so to his friend while he was alive, now that he was dead he would carry out his friend's wish. There was some little difficulty about the marking-off of this at the time. Then Mr. Lewis appeared on the following day. He came up, I believe, on purpose from Wellington about it; and it was when he was there that the boundaries of this land were defined technically. One line was to run parallel to the two parallel banks of the river Hokio, and 2 chains from this projection [indicated]. Then it turned to a right angle to avoid the Uru pa. I remember it well, because it was surveyed wrong, and I sent it back to be surveyed right, as I did not approve of it. When the boundaries had been defined in the records of the Court, Mr. Lewis, for the Government, removed the land out of the Court during the sitting of the Court.

37. That is, he accepted it on behalf of the descendants of Whatanui?—Oh, no. He simply said that, for reasons the Government had, they withdrew it from the jurisdiction of the Court; and he mentioned the treaty between Kemp and McLean in order that the matter might be settled.

38. Before the removing of it, had the Court not made an order in favour of Kemp for this portion?—No; I do not think so. This point has always been a matter of reflection to my mind, when it came back to me for signing—what my authority was for signing.

39. Was it not afterwards referred to Court to ascertain who the special beneficiaries were?—Not to my Court; but I think I was right.

40. Your recollection is that no order was made in favour of Kemp?—It was withdrawn, so far as I remember, before the order was made in favour of Kemp, but the minute-book will show. I cannot recollect exactly. I cannot see how Kemp's land could possibly be withdrawn from the Court; it is his land.

41. As a matter of fact, the voluntary arrangement was made, and took that shape?—It was withdrawn to enable them to agree about the descendants of Whatanui.

42. You cannot remember whether it was then agreed that an order should be made in Kemp's favour?—I know it had vanished out of our Court, and the next time I saw it was when the order came up to me to sign in favour of Kemp.

43. The order did come up to you?—Yes; two years afterwards.

44. You must have made an order then?—That is the very point I have my doubt about.

45. Do you remember that two years ago a confirmatory order was signed by you in Kemp's name?—I know this was withdrawn for the purpose of making it over to the Whatanui through Kemp. Kemp was the owner, and it could only be made over to them through Kemp; but when I found out some time afterwards, that Whatanui's people never got that land, I was surprised to hear it.

46. You are clear in your mind that when this No. 9 was set apart it was intended for Whatanui's people, and that Mr. Lewis assented to that arrangement?—He took it out of our Court, and arranged with Te Whatanui's people. I heard afterwards they did not get that land.

47. After that, No. 11 came on?—Yes; the part surrounding the block that had been withdrawn from the Court.

48. You said that Kemp made a speech in regard to this: do you remember what it was?—He said they wished the tribe to hold this land in order that none of them should be in a position to sell it, and for that reason they were putting it in the names of two—himself and another.

49. Was the other one Warena?—The other one was the one who was in the title.

50. You said this in the Supreme Court: "It was not ever intended to give the land to these two in fee-simple. It appeared to us that the Natives had devised an expedient to get over a difficulty constantly occurring, namely, to make a firm reserve that nothing could touch. Major Kemp was the spokesman. He introduced the matter of the partition of Block XI. with some remarks. He said he was going to ask the Court to put that block into two names only. They were afraid if all their names were put into it that individuals would sell, and by putting the land in the names of two whom they could trust they intended to avoid that danger; and the names were handed to the Court. I have no doubt that the intention was to give the land to the two on behalf of the men whose names were on the back of the certificate. My impression was that the persons for whom the so-called trust was created were those out of them on the certificate who had rights in that portion of the whole 52,000; they were not disclosed to us. This was what was really brought before us. Kemp spoke of 'the people'; they were not defined." Is that true?—Yes.

51. You say also that Kemp's statements proved that the statement you gave is correct?—Yes.

52. You also say, "Kemp, I think, had not any agent. I speak Maori. I understood him. It was not a long speech—Kemp's. I have no doubt the intention was to give the land to the two on behalf of the men whose names were on the back of the certificate." You remember that?—Yes; Kemp was so clearly before us that he is the man I have impressed on my mind's eye. McDonald was very likely his agent. If he says so, I should say so at once, but I cannot remember it.

53. You said in the Supreme Court, "I was careful to call for objectors all through. We challenge. I say I thought the trust was for those who were interested. My impression was that the persons for whom the so-called trust was created were those out of them on the certificate who had rights in that portion of the whole 52,000. They were not disclosed to us. This was what was really brought before us. Kemp spoke of the people. They were not defined. That was my impression." Is that true?—Yes.

54. What was your impression of Kemp's attitude towards the tribe through all these proceedings?—I thought he was a very exemplary chief—thoroughly loyal to his tribe. It was in this respect I spoke of him as an exemplary chief.

55. You can say positively that no suspicion had crossed your mind at this time that these two men were combining to have this large estate as their own?—No; certainly not. Kemp had a piece for himself prior to this.

56. With regard to Block No. 12, which he first asked to have put in his own name, but afterwards agreed to have in the name of Ihaia Taueki, did you intend that to be given to him absolutely or as trustee?—Oh, no; as a trustee.

57. You had no doubt it was a trust?—No doubt at all. I may say, up to the time we are speaking of, from the inception of the Native Land Court, the traditions of our Court were—though they might have been weakening about this time, and now the tradition is exploded—the traditions were (especially during the first five Judges it was something more than a tradition, it was a doctrine of the Court) that anything that was necessary to redress a wrong, or what might appear to be a wrong, action of the Court from causes, inside or outside of legislation, must be legislated for. There was a promise from the Minister for the time being, which went from Minister to Minister, that by special powers and contracts, or in some other way, special legislation should make anything that seemed to require it valid, so much so, that in 1873 Mr. McLean, the Native Minister, thanked Judge Rogan for acting outside the law so as to get the country settled. All that he did was legalised afterwards I have no doubt. Of the five Judges, Smith was the one who heard the block in the first instance, and he said to me, "They will legalise what we have done."

58. You said in the Supreme Court, "What Kemp got himself was No. 14—1,200 acres": that is what you referred to?—Yes.

59. That was allotted to him for himself?—Yes; with the consent of the tribe. It was challenged, and no one objected. I think that was the only piece he got for himself.

60. There was a block of 800 acres?—That was not for himself. It was stated in Court it was to pay legal costs. It was stated it was to enable him to pay a debt to his lawyers, and it went to the lawyers.

61. There was a block of 4,000 acres set apart for a township?—Yes; it was for some village scheme.

62. Was there no objection on the part of anybody?—No.

63. *Mr. McDonald.*] I think I heard you say that, in the Supreme Court, you had either lost or destroyed your notes?—I destroyed them; they were private property.

64. Have you seen the minute-book of the Court of 1886 since then?—I saw it at the Wanganui Court; not since. I only looked at the orders in it in the minutes of proceedings.

65. I find in this minute-book some notes which I should consider rather meagre, but they are all we have?—The clerk knew nothing about it.

66. *The Chairman.*] What do you mean? That the minutes are not reliable?—No; I think the minutes are reliable. They are only a record of orders. The clerk would not take down anything that was stated, or any introductory remarks. Those are the very things that had been in my notes. They would contain no journal of what the Court did. Now, my notes do, because, as the law stands now, they are in the minute-book of the Court.

67. *Mr. McDonald.*] I suppose the minute-book of the Court would give correct dates?—Yes.

68. It would give the general aspect and transactions of each day in a general way?—Yes; they should be correct.

69. I find by the minute-book of 1886 the first applications were made for orders in this Court on the 25th November?—Yes; those are the orders that came to nothing I suppose, but other orders were made subsequently.

71. You do not recollect particularly this 25th of November?—I remember the opening of the Court, but I do not remember the day of the month.

72. Apparently on this occasion Kemp stands up and says he is the applicant in this case—that the land had been awarded to him in 1873. Have you any recollection of that?—He opened the case.

73. Do you remember him saying this to yourself or to the Court: “I would like Mr. McDonald to explain the conditions. I should like to call Mr. McDonald”?—Now you mention it I think I have a hazy recollection of that.

74. Apparently, according to the records I was called and sworn?—Yes; I have not read that since it was written. I only looked at the orders.

75. I appear to have got up and explained to the Court that Kemp only wished me to explain his position—not to give evidence?—Yes.

76. It has been said both in the Supreme Court and in other Courts that no proper explanation was given to the Muaupoko people, either by myself outside, or by the Court inside, as to the position and as to what the Court was required and expected to do. But I find this minute in the minute-book of the same day at page 183, “We are willing to allow you to proceed under which Act you may elect,” by which I understand that you are willing for the people to proceed under the Act of 1886—then quite new—or under the previous Act of 1882, and the Court goes on to say this, “We cannot look upon Kemp as their agent; he may be their spokesman.” Have you any recollection of having said so?—He could not be their agent. He would be their spokesman. He was a principal. He could not be an agent.

77. The Court further goes on to say, “The other owners”—the persons, I presume, on the back of the certificate—“are not precluded from getting up and objecting to Kemp’s case”: have you any recollection of stating that?—It would be my duty to say so; I cannot remember it; it is too long ago. I remember this, that when objectors were challenged at the very beginning of the case after Kahui had come, they all said, “Aye.” Instead of there being objectors, the whole multitude in the Court called out, “Aye,” and Kahui said that was right. I said I wanted objectors, that it was objectors we wanted—not approvers.

77A. After saying that, the Court goes on to say, “They must know exactly what Kemp’s subdivision is.”—Of course I should say that.

78. After that the minute-book goes on to show that I informed the Court that I was then and there going to make application for three subdivisions—1, 2, and 3; but the numbers were afterwards altered. But these subdivisions were—the railway-line containing 76 acres, and 1,200 acres in terms of the agreement between Kemp and McLean: do you recollect anything about that?—I do not recollect it coming on so early, but I recollect it coming on very early. I do not think the agreement was ever produced.

79. And then there was the 4,000 acres for a township?—I cannot remember the order, but I know the 1,200 acres came on very early.

80. Then I appear to have asked the Court to transpose the 1,200 acres and put it last of the three, because Mr. Lewis had not the agreement with him?—It may be all correct; there is no doubt about the accuracy of the notes—I understand you to be reading from the notes of the Court. In respect to this you must remember that now, for the first time, I am asked to remember the order in which business was done in a Court of mine ten years ago. I cannot remember the order. I have every confidence in the minute-book. As regards the clerk, he was new to his work, and his sins would be errors of omission, not of commission.

81. Do you recollect asking me for the statutory authority to make the order for the railway-line?—No; I do not remember.

82. Then I appear to have asked the Court that No. 3 should be taken before No. 2. Do you recollect Mr. Lewis being called when I applied for an order for Kemp for 4,000 acres for the township?—I recollect him appearing; I cannot fix the time. He was present when the 4,000 acres was being talked about in Court at one time.

83. Was he called and sworn in respect to the 4,000 acres?—I cannot remember it.

84. You do not recollect anything he said on that occasion?—I might if he had said anything that struck me.

85. I will read you what he said: "I know of the arrangement spoken of, &c. I have some notes of the arrangement; it was to be a block of land 4,000 acres to be cut up as town and suburban lands. The intention was for town allotments, garden, and for small farms. The terms were not settled finally, to see what orders in subdivision would be made. The terms were settled so far that the land would be dealt with in the best interests of all the owners. The Native Minister was satisfied of this." Objectors challenged; none appeared?—That evidence was given to us, but I do not remember it was Mr. Lewis's evidence.

85A. The Court then, notwithstanding the non-appearance of objectors, appeared to have been desirous of knowing a little more about the matter, and proceeds to examine Mr. Lewis, who said there was no difficulty as to its being cut up?—I do not remember that part; I remember the first part read.

86. The Court then makes this remark: "We do not wish the man to be a trustee for this land, and nothing done for the benefit of the owners for ten years." Order granted to Kemp for 4,000 acres, the position to be delineated on plan and numbered 2. Mr. Lewis on former oath: "During the time Sir Donald McLean was Native Minister there was serious difficulty and destruction of property on Horowhenua. The Government succeeded in an amicable settlement, and part of the agreement was that 1,300 acres be given to certain Natives. They paid for the survey of the whole block. Kemp, on his part as a chief, executed an agreement, which was deposited with the Government. He made over, by this deed, 1,300 acres to certain Natives. I cannot remember if the locality was expressed, but the area was. I have sent an urgent wire for information on this point, and if the deed is not too long, to have the whole contents telegraphed"—I remember him making the remark about 1,300 acres; I do not remember about the deed being telegraphed. I have forgotten all about any deed.

87. Do you remember Mr. Lewis saying, "Kemp was a trustee for the tribe"?—I remember that point being brought out by Mr. Lewis.

88. The order was made for 1,200 acres at this stage?—Yes.

89. Are you quite sure that this 1,200 acres was what is now shown as No. 9?—Yes; I am quite sure; we never had anything else before us, excepting at a subsequent stage when it was known they objected to that, and that there was some talk about getting them in No. 14.

90. Are you quite sure it was not the other way about—that No. 14 was not first, and they then put them into No. 9?—The higher numbers came on afterwards; they were not in existence; No. 14 was not in existence when No. 9 was taken. The sequence of numbers should show the manner in which they came before the Court.

91. *The Chairman.*] But were you not speaking from a different plan to this one? I understand you to say you had a plan before you on a former occasion, and it does not follow that the numbers were the same?—Yes; the first numbers up to six or so, but nothing above six, I should think, was heard by us with the first Assessor.

92. Was not No. 10—the 800 acres—one of the first things done?—No; my impression is that No. 9 was one of the early ones. No. 10 came before No. 14. Kemp got the 800 first, and then got No. 14 for himself. When they did not like No. 9 there was some talk of satisfying them out of Kemp's own land. It was not the other way about, as Mr. McDonald suggests.

93. *Mr. McDonald.*] Do you recollect after Mr. Lewis gave evidence, and after the order had been made for the 1,200 acres, if the person who you told us sat opposite you at the table said anything?—No; I cannot recollect. I know that person approached me, and I told him I could not recognise him, as he had no *locus standi*; some of them approached the Assessor also, and he wrote about it.

94. When this order on this first day for 1,200 acres was made, do you recollect any person getting up on behalf of the Whatanui and objecting to the 1,200 acres that had been cut off that day?—I recollect somebody getting up, and they were held by the Court to have no *locus standi*. [There are two sets of numbers; one set was wrongly put in by the clerk, who took upon himself to alter our numbers, and I made a complaint and the numbers were set right again; he had altered our numbers back to the old numbers that existed previously.]

95. After you had made the order?—I do not know about that. What would have been the use of objecting after the order was made? It must have been before.

96. The notes say that it was after the order?—I do not know that the order had been made. If the £1 fee is on the margin at that stage the order was made.

97. Then it was after the order was made?—Yes.

98. Can you recollect at all what was the position of the 1,200 acres?—It was No. 9.

99. You say the Assessor's wife died and you had to adjourn the Court?—Yes; to an interval of five or six days.

100. Your impression is that No. 14 was given to Kemp for himself?—Yes.

101. Can you recollect anything that would indicate that that had really been done?—I know he got the 800 acres, and another block for himself; it was in that direction.

102. You recollect the portion for the township: that was for himself?—It was in his name; but I do not know whether he had any right in the township, or whether his whole measure was not exhausted in the private section he got.

103. Do you recollect any person saying at the time that it was for himself alone?—I know I must have been very particular about challenging for this piece that he got for himself, because it was important we should know that none of the tribe objected. I do not think anybody spoke besides Kemp.

104. Was there any difference in your challenging for objectors in No. 14 and No. 2?—I am sure we challenged thoroughly for No. 14. I supposed we challenged in all of them very carefully; but we should be particularly careful with a chief when he says, "I am to have that."

105. Having finished with the large block of 11,000 acres, I asked for a subdivision of 510 acres for thirty persons in equal shares—that is, in No. 4. Tamaki applied on behalf of Wi Waaka, Harata Koeti, and Matina Tamawahakitea that their shares might be handed back to Wirihana and Kemp. They considered that the land belonged to them and the Muaupoko. The Court ruled that this was not an objection, and could not be received as such—that the function of the Court did not extend to excising names in subdivision cases, and that the proper course for them to pursue would be to convey their interests to Kemp and Wirihana. The Court granted this subdivision. The next application was for 4 acres for two owners. Then there was the application for No. 6 to be awarded to himself to be given to the *rerewahos* who had been left out of the certificate of 1873. Do you recollect anything about that particular section?—I know they did pursue that course.

106. Then with regard to this application for 1,200 acres in Kemp's name on the south side of the Hokio, that must refer to No. 9?—Yes.

107. That order you observe was made on the 1st December?—Yes.

108. And a previous order was made on the 25th November for a 1,200 acres: what was that 1,200 acres, this being No. 9?—The numbers were changed; it is the same land; we never gave Kemp anything to give to the Whatanui but this piece of land. We made that order for Kemp because we had an agreement to carry out.

109. Then comes the application from Kemp for No. 12. It was awarded to two persons, Kemp and Warena?—I was under the impression he asked to have it in his own name; this is the minute; the other is my impression. A man got up and objected to the land being in Kemp's name only.

110. On the 2nd December, application is made for confirmation of 1,200 acres in his own name: which 1,200 acres was that?—I presume it was that numbered 14. No. 14 went to Kemp, at what stage of the earlier proceedings I cannot remember. The railway was found to be a great many acres out of position on the plan we had before us in making the partition, although it was certified to by Mr. Marchant as correct. When I found the arrangement of some of the blocks was different to what I remembered it to be, I communicated with the Inspector of Surveys, in Wellington; and the answer was that they had found them wrong on the plan before us, and had been obliged to make some of the lots cross the railway.

111. Can you recollect anything that would indicate any variation in the order made for No. 14, or No. 9, or No. 2, or No. 10, all of which were ordered to Kemp?—All those were ordered to him administratively.

112. Was there anything to show he was not to be in No. 14?—That was the only one he got for himself.

113. But he was in No. 11?—I am not sure his right was not exhausted in No. 14.

114. Can you recollect anything that would indicate that he got 14 for himself?—All I know is, he got it for himself—that it was meant for himself; I know it. I remember he got 1,200 acres there for himself.

115. Do you remember who made the application, or anything that was said at the time?—It is impressed on my mind that Kemp, as administering this large block, and as chief, got this piece for himself only; and that was all he got for himself, as well as I remember.

116. You cannot remember any special circumstances connected with it?—No.

117. You are sure that it was given to himself?—Yes; I remember this great chief took 1,200 himself, or had it given him by the tribe for himself; and it was over in this direction; it was to the south of the 800 acres.

118. You recollect that No. 9 was the original No. 3?—No; I do not recollect it.

119. *Mr. Stevens.*] With regard to the subdivision of No. 11, which originally stood in the names of Kemp and Warena, after the subdivision was made was there anything written in the minutes of the Court, or on the face of the order, to show that a trust existed?—No, I do not think so, speaking from memory.

120. I understood you to say, in your evidence in the Supreme Court, that it was in your mind that a trust did exist?—There were latent equities.

121. No note was made?—No; we confirmed an arrangement.

122. Being that Kemp was to have one-half, and Warena another?—No; I do not remember that we defined their shares.

123. This was awarded to Kemp and Warena as tenants in common, with undefined interests?—Yes.

124. When this award was made there was no note made, either in the Court records, nor do you remember if you made any such note in your private minutes?—No; there has been no note. It was a case analagous to agreements under the Act of 1865, in respect to which the Equitable Owners Act was afterwards passed. It was a device the Natives made to keep the land so that the individuals should not be able to go and sell individually and slyly. I thought it was a very good expedient if they could only trust the man.

125. With regard to No. 1, it was awarded to Kemp in his own name?—Yes.

126. Block 2 and Block 10 were awarded to him?—Yes.

127. Can you recollect what Block 10 was awarded for?—It was distinctly stated by Kemp in open Court, when he applied, that it was for the purpose of satisfying the legal claims he had been compelled to become liable for.

128. In connection with this block?—Yes.

129. Are you sure of that?—Yes; he said he had been put to a great deal of trouble and expense. I am sure that is what he stated.

130. *The Chairman.*] With regard to this block, or other blocks?—We understood this block; no other blocks were referred to.

131. *Mr. Stevens.*] Did you ever hear stated the reason why No. 9 was placed in the position

it now occupies on the plan?—I think it was to adjoin the other piece that was to belong to Te Whatanui's people.

132. Was there no question of any previous 1,200 acres being offered, and a refusal of it on their part?—Not as before the Court. I think afterwards, further on in the case, when it was known they did not like this piece, it was stated that there was some prospect of their having this instead.

133. Was it not *vice versa*, that they did not wish to have No. 14 instead of No. 9?—No; No. 9 was the first named for them. In fact, No. 14 was never named officially in Court for them.

134. In awarding No. 14 to Kemp, I understood you to say it was because it covered his rights to the land; it was his particular piece of land?—No; I did not say that.

135. Did the tribe consent in Court to his getting it in his own right, and, if so, for what purpose?—The formula is not to ask their consent, but to ask for objections all through.

136. There were no objectors;—No; as for the purpose, it was for himself—for any purpose he liked to put it to.

137. With regard to No. 2 and No. 10, they were for the same purpose?—No; it was understood there was some scheme, as regards No. 2, for a township, &c.; and, for No. 10, it was stated distinctly it was to satisfy the lawyers whose names were mentioned.

138. In your experience in the Court on this coast have you ever heard the name of Kawana te Hakeke?—Yes; the old man, scores of times. I have met him on the coast during the war.

139. What was your opinion of him as a chief?—Away from this coast altogether—on the East Coast, and far away—his name was well known as a chief down here.

140. He was one of the principal chiefs of the island. Taking the relative position of Kawana and Kemp (not taking into consideration Kemp's military position, but his position as a Maori chief), would you think Kemp was far above Hunia, or equal in rank?—I do not know enough about the relative weight of the chiefs on this coast. Of course, Te Rauparaha and Te Whatanui were of a previous generation; but when you come down to the generations of our time I could not put this man or that in the balance. But Kawana was a great chief, and Kemp, after the war, commenced very soon distinguishing himself against Te Kooti, and people say he is not a very great chief, and it is his military capacity that brought him into distinction. I could not say which was the bigger chief. The real chief is the man whose word is followed, and whom all obey; it is largely a personal matter.

141. You said Kemp was a most exemplary chief. Now, if he used for his own private purpose the whole money out of Blocks 2 and 10, and all the rents that could be obtained since 1873, with the exception of £1,000, amounting to a total of between £17,000 and £20,000, without distributing any of it amongst the people, would you say he was an exemplary chief?—When I said "exemplary" just now I meant in the giving up of the land; if he has bagged all this money to himself, he must have forgotten his tribe, and I should not think it was right. I should say it was not an exemplary course of behaviour.

142. *Mr. Morison*] You remember the area to be allotted to the representatives of Te Whatanui was 1,300 acres originally under the agreement between Kemp and McLean?—Yes; I did not not it was an embodied agreement.

143. Am I right in understanding your evidence to be this: that 1,200 acres were cut off adjoining Raumatangi, and only 1,200 because the people at Raumatangi and on this new allotment were the same people?—They were descendants of Te Whatanui; but I cannot say they were the same individuals.

144. Can you say then why only 1,200 acres were cut off, instead of 1,300?—I think 100 acres are already there.

145. But you do not know whether that was for the same people or not?—I said "individuals"; the people may be the same, but the persons may be different.

146. But it was for the same class?—Oh, yes; for the descendants of Te Whatanui.

147. Nothing came before you as to who these descendants actually were?—No.

148. You are an expert in the Maori tongue and have spoken the language for years: would you say the word "*uri*" had a wider meaning than the word "descendants" in English, or not? Has it exactly the same meaning as "lineal descendants," or a wider meaning?—It means lineal descendants; there is the "*uri*" and the "*uritu*"—direct descendants in the male line; the former embraces the female. But I could not speak for this part of the country.

149. Is the word not used in a wider sense, to include collaterals?—Yes; it includes collaterals. There is a whole tribe called "*Uriwera*."

150. Taking the expression "*nga uri*," so and so?—That would mean descendants, male and female.

151. *The Chairman*.] Lineal descendants, or including cousins and aunts, &c.?—I do not think it should include his cousins and aunts.

152. *Mr. Morison*.] Supposing the question is asked, "Who is so and so," and the answer is, "He is the *uri* of so and so"?—If it is to be collateral it must date back to the previous ancestor.

153. Would it not include nephews and nieces?—In my opinion, nephews and nieces are children. The Maori does not think vertically but on horizontal lines; his genealogies are on horizontal lines, and if there is a gap he brings up somebody and makes a child of it. They do not rise vertically from father and son, as lineal descendants; they do to a certain extent, but they also have their horizontal lines on a tree. They bring up say a nephew and make a child of it.

154. They speak of nephews and nieces as children?—Yes.

155. So that *uri* might include nephews and nieces?—Yes, I think so.

156. *The Chairman*.] Would that be where there were direct descendants or only where it was necessary to fill a gap?—I could not answer that on the spur of the moment. I think they should be what we term lineal descendants, unless they have been brought up to fill a gap.

157. Would they include half-castes if so brought up?—Yes; the Native Land Court has made that the custom.

158. *Mr. Morison.*] Whether the tribe adopted the half-caste or the person adopted it?—I do not think the tribe were generally consulted.

159. Supposing a woman had a half-caste child, the mother being European, and the child remained with the father's people, the child would be looked upon as *uri* in the ordinary way?—Yes; and in many tribes would be given a full share.

160. You do not know what took place outside the Court as to whether any proposition was made to these people to get land, other than No. 9, before No. 9 was allotted to them?—No; I do not know what happened outside the Court, nor have I any suspicion. I may say that I only destroyed my notes when I ceased to be a Judge, and the time for appeal had long expired, and I could not foresee that they would be wanted; I very much regret it now.

161. I will read you Mr. Lewis's evidence to the effect that the 1,300 acres were to be given back by Kemp to Whatanui's people to prevent further disturbance and threatened bloodshed on his land, which they were then occupying: Does this accord with your recollection of his evidence?—I remember the first part with regard to the transaction, and that the land that was to be given was to be part of a settlement of the dispute. The impression on my mind is that he came up and said there was considerable difficulty, but the details have passed from my mind. My recollection substantially agrees with the minute-book.

163. Were you satisfied that the 1,300 acres, including the original allotment, would be an equitable satisfaction of the arrangement?—No; I did not view it in that way.

164. Did you not understand that the 100 acres had been given to the same class that was to receive the 1,200 acres?—Yes; it was for the descendants of the persons who protected them when they would have been otherwise destroyed.

165. *The Chairman.*] But there are two classes involved; first, Te Whatanui himself and his issue. Then there is evidence that other members of the tribe came and squatted on various parts of the land?—It would not be for those who came and squatted, but for the descendants of the man who protected them. It was for the protecting of them. I am only saying what appears to be the position.

166. You cannot give any facts to justify this?—The only thing I can say is this: the Judge who heard the case told me if it had not been for Te Whatanui they would all have been killed. It was always spoken of as for the descendants of Te Whatanui and not for Ngatiraukawa.

167. *Mr. Morison.*] Supposing a woman of Ngatiawa were to marry into the Uriwera, and her children resided with the Uriwera, and they are brought up and intermarry again, what is the position, in Maori custom, of those children with regard to the mother's land?—They would claim their mother's land.

168. In the Ngatiawa would she not become what is called an *ahitere*?—According to Maori custom, pure and simple, before the Native Land Court existed, she would cease to be an owner in her tribe's land, and her children would not own any right in the lands of the tribe to which she belonged before she was married. This custom has not obtained with the same force in different tribes in this Island. In some tribes it is very strong, and in some very weak. Then, running through it all is the dictum of the Native Land Court that it is a barbarous custom, and is not to be followed. This dictum has been followed for at least five years.

169. Supposing a section of a tribe conquers foreign land, taking the Native Land Court practice, would the Native Land Court put in as owners the whole of the conquering tribe, or only the section that had conquered? Would relatives who took no part in the conquest be entitled to any share?—It would belong to the conquerors only.

170. Then the members of the tribe who did not take part would not be entitled to a share in the conquered land?—They would have to have it given to them. They go and squat alongside, and by long remaining there they cannot be turned off without any formal giving.

171. Those who come immediately after the conquest and live on the land are denominated the conquerors, but those of the tribe who do not go and reside would receive no share?—If they came and lived alongside the conquering owners they would be merely residing there unless they had a piece given them. If the owners complained to the Native Land Court that these people only came and squatted and were interlopers, although they were of the same stock as the conquerors, that claim would not be recognised in the Native Land Court.

172. Although they might be close relatives of the conquerors?—No; but if they came and lived for a long time, say for a generation, they cannot be ignored. The undisputed occupation is taken into account.

173. You understood that the 100 acres had been given to the descendants of Te Whatanui?—I think it was awarded by the first Court; the trouble was that the Court had not given enough.

174. That the people who had the 100 acres ought to have had more?—Yes.

175. Do you recollect Hoani Taipua appearing before your Court?—He sat with me somewhere. I do not remember him appearing as an agent.

176. Did he make any application to you in regard to any claims of Ngatiraukawa to the south of No. 9 at the Court of 1886?—I do not recollect it.

177. *Mr. Fraser.*]—Can you say whether the numbers on this plan are in the order in which the orders were made?—They must largely be so; that is, after we began with the new Assessor; but I cannot say they entirely agree. There may have been some transfer of shares.

178. Take Block 6 for instance. Was that one of the early blocks cut off?—I do not know whether it was heard before the change of Assessors.

179. Would it be one of the early blocks agreed upon?—I believe it would be. I should be guided by the figures almost entirely.

180. Do you remember what No. 6 was for?—I cannot identify it, except by what I have heard of to-day. It was for those who were to be put into this block.

181. Those who have been left out?—Yes.

182. Was it indicated in the book what No. 6 was for?—No.

183. There was no record whatever of it?—I do not think so.

184. I wish to know if there was any record made of what any division was for? Was there any record of No. 2?—I cannot say what is in the minutes of the Court. Whatever was done is in the minute-book. I cannot say without consulting the minutes.

185. You told the Commission that when the Natives came with a voluntary arrangement you were bound to follow it, because the statute was mandatory. I wish to have this correct, because in 1880 it was distinctly permissive. Do you remember that in 1880 the Court “may” do it?—It was mandatory.

186. You remember the section says “may”?—Yes.

187. You accepted that as mandatory?—Yes. I have had this question thrashed out years ago about the meaning of the word “may.”

188. There is another section (36) which says “it shall be the duty of the Court”: that is mandatory?—Yes.

189. Did you proceed to inquire whether it was necessary to make restrictions on any one of these divisions?—No.

190. Although in section 36 you were instructed that it was the duty of the Court?—But that does not apply to voluntary arrangement.

191. Why do you say that?—In a matter of voluntary arrangement you have to follow the arrangement and not vary it.

192. Then the reason why you did not make inquiry was that it does not refer to voluntary arrangement?—Yes.

193. You say that Kemp intimated to the Court that he wished No. 11 to be issued to himself and Warena to prevent it being sold?—Yes.

194. Did it occur to you to place any restrictions on the sale of No. 11?—No. It would have been contrary to the spirit of the arrangement, because if any restriction had been placed on it, it could have been removed by the Governor and the land would be saleable. It was a question of honour among them.

195. Was it not for the reason that you knew the whole block was proclaimed that you did not place restrictions on the sale?—I do not know what that proclamation would be. I did not know there was one. To have put restrictions on the land would have formed no part of the voluntary arrangement.

196. You consider that you were barred by that arrangement?—The question never arose in my mind at all. It was a voluntary arrangement we were carrying out; it was not a case for restrictions; they would have defeated the voluntary arrangement and they could have been removed.

197. Do you consider you had power to put a restriction on any portion of the block?—I did not consider about it, but I should think I had not power to add to their arrangement or to take from it.

198. It has been stated by several witnesses before the Commission that the first division cut off for the Whatanui in the Court was what is now known as No. 14. Is that correct?—No; I am certain it is not correct. They are mixing up what was done out of the Court with what was done in the Court. I cannot account for it in any other way. I know that No. 9 was the first piece proposed to be handed over to the descendants of Te Whatanui; that afterwards I heard there had been some talk of giving No. 14, but that was never done in the Court. We never gave them No. 14.

199. Do you remember that, on the first plan you had there, No. 14 was all east of the railway line?—My impression is that it was east of the railway line, but I would not like to say that my impression is correct.

200. Can you tell the Commission what was the first division that was arranged in Court, after the second Assessor arrived?—I cannot tell what was the first. I know that No. 9 came on in the early stages before No. 14 in the Court.

201. Then, of course, it would come before No. 10, and possibly before No. 6?—Yes; before No. 10.

202. It was stated in Court, I believe, that the 800 acres was for Kemp alone, to defray certain liabilities?—Or to hand the land itself over to the lawyers; it was to defray their account. It was understood it would take that amount to defray it.

203. Was it stated emphatically in Court what No. 14 was for?—Yes; that was for Kemp himself. It was cut off for him. On the application of Kemp that was cut off for himself, with the consent of the tribe, and challenged for, and an order was made in his favour.

204. That was stated emphatically by Kemp himself?—It was clearly stated and understood.

205. Do you remember who it was came into Court and objected to the first award for the Whatanui?—I do not.

206. You remember that someone did?—Yes; and I considered they had no *locus standi*.

207. Who did you hear from some considerable time afterwards that the Whatanui had got No. 14?—I said there was talk of their getting No. 14. It was mentioned in my Court that there was a proposal that they should have No. 14. It was not brought up in Court to make the change, but I understood that Kemp was offering them No. 14 instead of No. 9 to satisfy them.

208. *Sir W. Buller.*]—The minute-book is defective and somewhat meagre; but is not this the right interpretation of the minutes as suggested by the Chairman of the Commission. First of all, on the 25th November certain blocks were called on and orders made. Then, owing to the difficulty about the Assessor's wife, the Court had to adjourn to the 1st December. On that date the application was made for subdivision 9. When that took place Mr Lewis made a deposition in regard to it. Objectors were challenged; none appeared. An order was made in favour of Kemp for 1,200 acres

to be delineated on the plan as on the tracing shown and numbered 9, and later on on the same day an application was made by Kemp for 1,200 acres in his name, giving the boundaries. Did not these orders relate to the same block as having been set apart and given to Kemp to be conveyed to the descendants of Te Whatanui?—Yes; and up to that time I had never heard of any other piece for them.

209. I understand you are perfectly sure that when later on in the sitting No. 14 was awarded to Kemp, it was given to him for himself to do what he liked with?—Yes.

210. It was perfectly understood in the Court by the tribe and by yourself?—Yes; that it was the piece he was to get for himself.

211. Whether that was to exhaust his interest in the block you could not say?—No.

212. But there was no doubt in your mind that he was absolutely to do what he liked with it?—Yes.

213. Is it not a fact that some considerable time after you gave effect to this order by issuing an order for a certificate in the usual way with plan attached.—Yes.

214. And the order, as signed by you, was followed by the issue of a Crown grant in favour of Kemp.—I suppose so.

215. Was it not years after brought under your notice in consequence of a right-of-way, which had been laid off round Papaitonga?—Yes; that was a mistake.

216. And in consequence of your representations, and the declaration you forwarded, that right-of-way was afterwards obliterated on the district survey map?—Yes; it was cancelled; the Court had made no right-of-way.

217. From that time to this have you ever heard it questioned that this land belonged to Kemp?—I never heard anything about the matter, except what took place at Wanganui.

218. You did not hear any claim set up there?—It might have been, and I did not hear it.

219. *The Chairman.*] If your recollection is correct as to No. 14, that is Kemp's absolute property and he can make good the title to whom he leases or mortgages it. A very great deal may depend upon your recollection of this matter. As you are aware, Sir Walter Buller has taken a mortgage over this lease, and it may be that the whole validity of this lease and mortgage may depend on your recollection being correct. Therefore, I ask you to charge your memory as thoroughly as you can so that we may have it beyond all doubt. Before asking you I will read what Kemp said about this. Here is Kemp's evidence on the matter. [Kemp's evidence read]?—I did not know until last week that Sir Walter Buller had anything to do with it.

220. That is Kemp's evidence: do you disagree with that entirely?—It is contrary to my recollection; but that must apply to what was done out of Court; it did not take place in Court.

221. There is still this discrepancy: that, according to your recollection, No. 9 was cut off in the Court first; but, according to Kemp's recollection, No. 14 was cut off first?—No; it was not; No. 9 came first.

222. The probable explanation is this: No. 14 was cut off outside the Court; then they had this talk about it, and then No. 9 was cut off—also outside; and then they came into Court, and you did what was necessary to formally cut off No. 9?—No. 9 would appear to have been cut off under the first Assessor; but the orders will show that, because the old number of 9 will be on the order, because the clerk who was with us with the first Assessor went and numbered all these back in the old numbers. If so, this was one of the first things we did. This land was apportioned to Kemp before we came to an end of business—I think before we came to the inland portion of the block—about the same time as we apportioned No. 10. I know Kemp asked for it himself. I do not mean to swear that my memory is right; but if I were not clear about a thing I should say so.

223. Having heard Kemp's evidence you are quite clear in your own mind that No. 14 was intended for Kemp himself in his own right to be held by him absolutely to do what he liked with—his own individual property?—Yes; but in regard to my memory I have found myself getting a wrong idea of a circumstance that I had witnessed myself, and keeping that wrong idea for years until I was put right. My memory, however, is clear about this.

224. *Mr. McDonald.*] Are you quite clear whether in the case of No 11, into which Kemp and Warena were put, there was a trust intended?—Yes; they were put in in the special way they were so that none of the tribe should be able to sell. They would not trust the members of the tribe not to sell their land.

225. You are quite clear they were there in some shape as trustees for the tribe?—Yes.

226. Can you recollect anything special that was said that produced that distinct impression on your mind in this case?—No; I do not remember anything special.

227. Then in the case of No. 12, which was given to Ihaia Taueki, you are also quite clear in this case that he was intended to hold the land in trust for the tribe?—Yes.

228. Can you recollect anything in that case that produced that impression?—Yes, because Ihaia Taueki was the man who got up and objected to its going into Kemp's name, and I was under the impression he was the man who was put in.

229. In the case of Block 2, the township block, you also believe there was some arrangement about a village settlement or a township?—Yes.

230. Do you recollect the circumstances of Mr. Lewis giving evidence on that arrangement?—I do not remember his being sworn.

231. Then in the case of No. 10, you have stated that you remember that was vested in Kemp for the purpose of paying lawyers?—Yes.

232. In the case of No. 2 you recollect that it was stated in Court to be in trust for some purpose?—Yes.

233. And you recollect, in the case of No. 6, that it was intended for certain persons omitted from the certificate of 1873?—There was a block of that kind.

234. But in the case of Blocks 11 and 12 you cannot charge your memory with any circumstance whatever indicating any latent equity?—In the case of No. 11 Kemp stated why the two were being put in.

235. That created in your mind the impression that these two persons were a latent equity?—Yes.

236. *The Chairman.*] Do you recollect whether you got any list of names of those who were left out for whom Block 6 was set aside?—No; I do not remember seeing a list, nor do I remember one being put in; but we would not have anything to do with that, because Kemp would have to make it over to them.

237. *Mr. Stevens.*] When you made the subdivision of the whole block were you at all impressed with the idea that Warena had asked to be put into the block, or did it come within your knowledge as a co-owner with Kemp?—I do not think it did.

238. Was it in the first instance suggested that Kemp's name alone should go into Block 11?—I think so.

239. Did not Wirihana or someone object to Kemp's name, and say he would not agree to the arrangement unless Warena's name was included as co-owner?—I think they adjourned about it, and when they appeared again they had arranged.

240. Did, in the first instance, the Hunias object to the arrangement unless Warena's name was put in as co-owner?—There must have been an objection in order to get an adjournment.

241. Was it explained by the Court to the Natives that Kemp and Warena were only under a moral obligation such as a chief would have to the tribe, and not under any legal obligation to give any part of No. 11?—I do not think it was.

242. Was there any explanation given to the tribe as to the legal position and status of these two owners?—No.

HOANI PUIHI, examination continued.

243. *Sir W. Buller.*] In your opinion, to whom should the £2,000 belong?—It is the proceeds of the sale of the land; it should belong to us all.

244. Were you consulted about the 1,500 acres by Warena to the Queen?—No.

245. Was that right of Warena?—It was a wrong thing that I never heard of it.

246. Did you know that the Government were going to send £2,000 to Warena, at Bull's?—I heard of it some time after the money had reached Bull's.

247. Do you know what became of the £2,000?—I heard it had been spent to pay lawyers and other matters connected with the land.

248. By whom was it paid?—The people who took the money, Donald Fraser and Warena.

249. What do you say ought to have been done with this £2,000?—The money ought to have been brought to me, and then divided out amongst the lawyers and agents.

251. Who do you mean by the lawyers?—McDonald and Donald Fraser and Barnicoat.

252. But Mr. Barnicoat stated that he got no part of this £2,000?—I do not know whether he did or not.

253. You say it ought to have been brought to you: why? Because you are a chief of Ngatipariri?—Yes.

254. And you say it ought to have been brought to the tribe, because the land belonged not to Warena, but the tribe?—Yes; that is so.

255. But Warena has stated in the Supreme Court that the land was his own absolutely, to do as he liked with; did you not hear his evidence in that Court?—Yes; I heard him say so.

256. Do you approve of what Warena said in the Supreme Court?—No.

257. Do you object in your heart?—I objected to it inwardly—not to speak. I objected to the statement that the land belonged to himself and Kemp. The land belonged to the tribe, including themselves.

258. You heard Wirihana give evidence before the Commissioners?—Yes; but I have forgotten what he said.

259. You heard him or Warena put in a list of Ngatipariri, who, in his opinion, ought to share with Warena in this land?—Yes; I heard the list of names.

260. One would have thought he would have put your name in first as chief of the Ngatipariri, but your name is left out by him. Can you explain that?—I think it was an omission. I think they made a mistake.

261. Is it not a fact that you are a larger owner than any of the others in the land?—No; we are all there equally; but I am a director of the hapu.

262. You have no objection to the Government having this land for a State farm have you?—No; I do not blame the Government, because it was handed over properly to the Government.

263. You admit that £4 an acre was a fair price?—Yes; the sale was assented to and the money was paid. I consented to it because the others did.

264. Your only objection is that the money was paid, not to the tribe, but to Warena?—Yes; I think we should have had the money laid down before us.

265. Then, you claim to have this £2,000 paid to you now by the Government, as head of the tribe, or by Warena, if he can find it?—Yes; if the Government would give him the £2,000, it would be very good.

266. Then you would be satisfied with the sale?—Yes.

267. Is it not a fact that Kemp is your younger relative?—Yes.

268. You were always good friends with him till you were done out of your piece of land at Tiro-tiro?—Yes.

269. Tiro-tiro was part of the 4,000 acres awarded to him for the township?—Yes.

270. And that was the home where you and your three wives were living at the time?—Yes.

271. If your land at Tiro-tiro had been cut out, and made a reserve, there would never have been any *rurururu* between you and Kemp?—There would have been no disturbance, unless I should see reason for another.

272. You are a chief of Ngatipariri. Kemp has always recognised you. You always took a leading part in dividing the rents among the people; and when I brought up the £400, in 1876, you, as a chief, took a big share. Kemp admitted you were *rangatira*?—Yes.

273. Did you not take about £100 to divide amongst your people?—Yes; we all divided that.

274. Still, you were the chief?—Yes.

275. You told us the other day you afterwards got another payment of £100: where was that?—At Horowhenua.

276. That was given you because you were a chief of Ngatipariri?—Yes; the conductor of affairs.

277. Then, later on, there was the money brought up in 1877, £100: how much did you take of that £100 as conductor of affairs?—£10.

278. Then in the year 1880 a sum of £364 was paid by Hector McDonald to Ihaia Taueki and the tribe?—Yes; it came to us.

279. How much of that did you take to distribute among your own people? Was it not about £100?—Yes; £10 each till £100 was spent.

280. Your arrangements were all approved by the people as being intelligent?—Yes.

281. In December, 1882, Hector McDonald paid £300 to Ihaia and the tribe: did you not take about £100 then to divide among your people?—Yes; we did the same with that.

282. It was all perfectly clear and satisfactory to everybody?—Yes; I arranged the lease for Hector; afterwards Kemp got it, and he has got it ever since.

283. What payments have you had since?—The money that came to us all was £1,000.

284. You, as chief of Ngatipariri, arranged that?—Yes.

285. And this distribution was quite satisfactory to the people?—Yes; they were very pleased; the money was equally divided, no one got less or more than the others, and I got just the same; it came to about £9 each.

286. And if you have that £2,000 you will distribute that well also?—I should call the tribe together and divide it amongst them.

287. When you said all you received from first to last was £10, you were a little out, were you not—you did not mean that?—I meant I got £10 out of the £100, and the remainder was given to the tribe.

288. That did not relate to all these other transactions?—No; I have had no money since.

289. Since the £1,000?—The £1,000 was the last money I received.

290. You are *pouri* because you have not got the £2,000?—Yes; only giving it to Kemp and not to me; of the money for the sales and leases I do not get any. What I contend for now is that all lease money and money derived from sales of land should be brought here.

291. You have got land on the block. I want you to show us the boundaries of where the Ngatipariri claims are in the block commencing at the mouth of the Hokio Stream?—You go up the Hokio with all its turnings until you get to Raumatangi, and then come on to the lake.

292. Does not the line strike out into Mr. Stuckey's place?—Yes.

293. And goes away up to the mountains?—Right on to Harurunui, and then goes away north, and follows the line of the block.

294. Are the claims of Ngatipariri northward of Hokio?—Yes, and south too; and the boundaries lie between the two tribes of Ngatipariri and Ngatiao.

295. Does this land you have described take in Tiro-tiro?—Yes.

296. Are you and the Ngatipariri inside this area or not?—Yes.

297. That is part of Block 11. That block was awarded by the Court to Kemp and Warena. What did you understand by that award which was in pursuance of an arrangement you people had come to out of doors? Was it given by the Court to these two chiefs for themselves, or only as trustees for the people?—As *kaitiakis*. My conception of that was that the land was given to them to take care of for our five hapus—the whole of them, and he should have written down the names of the people on paper, and let the tribe see the names he had written, and the rents of those parts that were leased.

298. You say you understood the land was not for them to do as they liked with, but to hold for the five hapus of Muaupoko?—Yes.

299. We have heard of only four hapus: I want the names of the five?—Ngateao: the chief was Rangirurupuni; my wife, Hiria, is his successor. Ngati Pariri: Tamati Maunu was chief; I and Hunia are also chiefs. Ngaitamarangi: Ihaia Tanehi is chief, and Kerehi Tomu. Ngatihini: Mahere te Rou is chief, and Raniera te Whata. The fifth hapu is Muaupoko Tuturu. The chiefs are Kemp, Rangirurupuni, Kawana Hunia, and myself.

300. You understood they were put in, not as absolute owners, but as caretakers?—Yes.

301. Do you think that all the people understood that as well?—Yes; I think it was well understood.

302. Did you not hear Wirihana say in Court at Wanganui that all the tribe agreed to give this to himself and his brother to hold it themselves?—Yes; I heard that.

303. Did you hear Himiona Kowhai say the same?—Yes.

304. Was that right or wrong?—I disagreed with it.

305. Wirihana said this: "I do not find fault with this, because the land was Warena's own." Is that true?—Yes.

306. Do you disapprove of that?—I disagreed with it, but I did not say so.

307. You say now it is false?—Yes; it was wrong.

308. You were present at the meeting at Palmerston, when all these arrangements were made before going into Court?—Yes.

309. Was anything said then about making a present of this land to these two chiefs?—No; I was the director there, and I never said anything of the kind.

310. If land had been given, would not some speeches have been made in farewell to the land?—Yes; and I would not have allowed it.

311. Although you admit that the land was held in trust by these two chiefs, what is your opinion as to who should go in—all the Muaupoko, or only the actual residents?—I do not think it should be given to those living at a distance, but to those who have kept their fires alight on the land.

312. Was that the general feeling of the meeting which you conducted, when the land was put in the names of these two chiefs?—Yes; that outsiders should not participate in the land, and Kemp agreed to the same idea about it.

313. Did he say at the meeting that he agreed?—Yes.

314. You think that not only this £2,000 that Warena got should be brought back, but the money for the township, and the tenths should be brought back?—Yes, and my land at Tiroiro.

315. But if you got a reserve at Tiroiro you would be satisfied?—Yes, if they made a reserve of 800 or 900 acres.

316. You would also like these tenths to come back?—Yes, all the quarter-acre sections.

317. You are *pouri* because they do not come back?—Yes.

318. Have you ever complained to Kemp about it, and told him it was his fault?—He knew; I had sent out a notice about it, and he was angry with me about it.

319. Whose fault was it that you did not get your tenths—Kemp's or that of the Government?—It was Kemp's fault; it was not the fault of the Government.

320. Did you hear Kemp say that Mr. Ballance swept away all these arrangements?—I heard that from Mr. Lewis. He told me to ask Kemp for them, and if Kemp gave them it was all right; it rested with him, and if he would not there was no help for it.

321. Do you think Kemp has got these, or not?—No; I think the land has all gone to the Government.

322. *Mr. Stevens.*] Were you at the place you now reside when the Government came up for the purpose of pointing out the boundary of the 1,500 acres that was sold to the Government?—Yes; I was at my place, but a portion of it was included in the title.

322A. Did you know something about the sale?—I did not hear that the land was to be sold, but that the money had been received for the sale of it.

323. Did Warena or Wirihana not mention the matter to you?—Wirihana told me after the money had been received.

324. Did you agree to what Wirihana said?—I said to him, "Why do you not show to me and the hapu the moneys of the sale? Why did you not tell me and the hapu of the proposed sale and the money you received for it?"

325. What did he say in reply?—He said, "We have received £2,000." I said, "You have taken 1,500 acres, and part of the land was to be returned to me." But he would not consent.

326. Supposing Warena gave you what he considered a fair share of the balance of the money due for the 1,500 acres, would you think he had a right to do so or not?—That would not be right; they must put the whole of the money together.

327. Did Kemp put the whole of the money together and make you any offer in regard to any money received by him?—No; he had the moneys and consumed them; we did not get any of it.

328. Supposing they have both done wrong, who has done the greater wrong of the two?—Kemp.

329. The names of Kemp and Watena having been put into Block 11, the block was afterwards divided, each getting half. Supposing Warena said, "I am prepared to make a fair subdivision of the land," is there anyone who could object to his making that subdivision?—If he was to deceive us and not show us the names of the men to whom he was going to divide it, I should object.

330. But supposing he did show you the names?—If he showed us the names of the people he had chosen I should have no objection.

331. You did not hear what Judge Wilson said with regard to No. 14?—No.

332. Which was the first block cut out for the Whatanui—No. 9 or No. 14?—The first block cut out was the block cut out running from the Creek Hokio.

333. How many acres were there in that block?—100.

334. What was the next block cut out for the Whatanui?—Papaitonga.

335. Was that block cut out outside or inside the Court?—I am not quite certain whether it was cut out outside the Court or inside. I heard this same land was to be given away at Papaitonga for the descendants of Whatanui.

336. Was an order made in the Court?—I did not see any order.

337. In whose name was it put?—It was intended for the descendants of Whatanui, who are established on the land.

338. When the block was cut out, who was to convey it to those descendants?—Kemp; and he was to give it to the descendants of Whatanui.

339. How do you know he was to give it to the descendants of Whatanui?—Because he was conductor of all the blocks on this land.

340. Was it said at the meeting that the Whatanui were to get this land?—Yes; it was stated at the Native meeting that they were to have it. But they were not satisfied.

341. Was that stated inside as well as outside the Court?—It was spoken of in the Court.

342. The Whatanui would not accept the 1,200 acres at Papaitonga?—No; they did not want it. They were not pleased with it.

343. Did they not have another 1,200 acres given them in lieu of this?—That settlement was arrived at a good while after.

344. Did they accept that?—Yes.

345. What became of the first 1,200 acres which was handed to Kemp to give to them?—It went to Kemp, but I did not agree that it should go. I wanted it to be returned to Block No. 11, because that was a portion of No. 11. It should be returned to the Ngatipariri, because it belonged to them when it was cut off.

346. If it has been said that it was given to Kemp to himself alone, and the whole of the people agreed to that without any conditions of any kind, to dispose of as he wished, would that meet with the approval of the tribe or otherwise?—Some would consent, but others would not. There were three would agree, but the rest would not agree.

347. With regard to Hunia, during the whole of the troubles about the Horowhenua Block, did Hunia take an active part in trying to establish the claims and maintaining the rights of the Muaupoko?—Yes; he disapproved of Ngatiraukawa living on this land.

348. Who was instrumental in getting the great meeting when the house Kupe was erected?—Hunia and myself. We called all the Natives of the Island to meet at Kupe, and I made speeches there and so also did Hunia. The mana of the Ngatiraukawa must go back.

349. With regard to the mana of Hunia or Kemp over Muaupoko, which was thought the greater chief?—Hunia and Kemp were equal amongst the Muaupoko but at the meeting at Kupe Hunia took the prominent part.

350. Did Hunia expend any time or any money in the matter of maintaining the rights of Muaupoko to this land before the trouble against all the contending tribes?—I do not know that any money was expended, but he raised his voice about it.

351. At the Court at Foxton who provided the food?—The Muaupoko and Hunia found the food.

352. Who was it asked the Ngatikahungungu to come?—Hunia and myself.

353. *Mr. Morison.*] Who do you understand was referred to as the *uri* of Whatanui?—The descendants of Te Whatanui living here, those are the people for whom the land was intended—Te Hitau, Caroline, Waitene Tuainuku, Tauteka, Aohau, and Rere, children of Caroline and the children of Watene te Waewae.

354. Is it known amongst the Maoris why this land was given to these people?—I know why it was given.

355. What led up to it?—They lived together with Whatanui in the olden times; and when Kupe was built and the trouble took place and there were some cattle killed the mana of Whatanui ceased to be on this land. And when the Native Land Court gave this land to Muaupoko 100 acres were given to the descendants of Te Whatanui. After that there was trouble on this land which was caused by Hunia's anger at Ngatiraukawa commencing to cultivate and build houses. Hunia would not allow them to come there and cultivate and build, because the land had been taken by the Muaupoko. He wanted to go and thrust them away, and I said, "No; wait." I said, "Here are two words—these are Kemp's words: do not cut up Maui's fish while it is warm; if you cut up Maui's fish while it is warm the two halves will fly apart and the land be broken up." That was the first word of Kemp. The second word was, "Let them go on with their planting and building, and by-and-by the whole thing will fall down." I told Hunia of these words of Kemp. But Hunia started away and went and burned the houses of the Ngatiraukawa. I did not see it. That was the reason that brought up the Ngatiraukawa with their guns which they discharged. Then Hunia went away after that to Rangitikei with his people and left me to bear the brunt of it. The Muaupoko, and all the old chiefs said, "We will not let the land go till we die." I said, "That will be a wrong thing—fighting when it is against the law"; and I said, "My idea is this: you all stop quiet and leave me to arrange matters. If I am killed in trying to settle things by the Ngatiraukawa, you can take payment for my death afterwards." The Ngatiraukawa then came and attacked me in Kupe—about one hundred strong. I caught their spies that they sent out to take notice. I sent them back. As I went back to my pa there were volleys fired over me, and we were going to fight; but the Government interfered and the thing was stopped.

356. Had that anything to do with the giving of this land back to the people—this 1,200 acres?—I do not know that Kemp had been making arrangements with McLean to give some money and some land to settle the matter. I returned from Otaki and let Hunia and others go on to Wellington. McLean sent for me to come, but I would not go. I do not know what occurred between Kemp and McLean when they conferred together. I heard some time after the name of Pomare being spoken of, and I said, "We will not consent to give Pomare anything; what we give we will give to the descendants of Whatanui who are living on the land."

357. Did you ever hear Pomare's name mentioned in connection with this land until after the Court of 1886?—It was some time after the Court of 1886; I heard it mentioned when McLean got a portion of this land.

358. When Kemp came back from Wellington, did they not hear that the land was for the people living at Horowhenua?—Yes; that was the first thing—that the people were to have the land. They connected the name of Pomare with these people at that time.

359. Is it not a fact that this story about Pomare is a recent story?—Yes; the land had been given to the descendants of Te Whatanui, and then Pomare's name was heard of.

360. With regard to the 1,200 acres, was what the Muaupoko first heard with regard to that land that it was for the descendants of Te Whatanui who were living on the land?—Yes; that was what I heard first—that it was for the descendants who were actually residing on the land.

361. And this talk about Pomare was an afterthought?—Yes; his name was heard of afterwards.

362. Not till after the Court at Palmerston?—No.

363. Kemp has a daughter, has he not?—Yes.

364. She is married to a descendant of Pomare?—Yes.

365. Can you remember when the marriage took place?—I cannot remember the year.
366. It was a long time after the disturbance on this land, was it not?—Yes.
367. And it was not till after this that Pomare's name was connected with the 1,200 acres?—No; it was heard of a little before the marriage.
368. About the time the marriage was arranged?—I cannot say anything about the arrangement.
369. At the time when Kemp went to Wellington to settle the dispute about the burning of the wharres, did you know that the Government had given Ngatifaukawa £1,500 for some of their claims in connection with these lands?—Yes; I heard of it.
370. And that Kemp agreed to give some land between Papaitonga and the sea to Keraipe and others?—I did not hear that.
371. *The Chairman.*] Was it £1,500 or £1,050?—I heard it was £1,500.
372. *Mr Fraser.*] You say you are Ngatipariri?—Yes.
373. You are not so by descent are you?—I am the head of Ngatipariri.
374. Are you descended from Pariri as ancestor?—Yes; we all came from that ancestor.
375. By descent you are equally related to Kemp, are you not?—Yes, in that hapu.
376. You say, "I do not object to the Government having the State Farm; it was handed over in a proper manner, and a fair price was paid for it"?—Yes; that is correct.
377. And the money was paid to liquidate liabilities incurred in connection with Horowhenua; that is correct?—Yes.
378. You think that was a proper way of disposing of that money?—Yes.
379. But what you are *pouri* about was that the money was not brought to you to pay these same debts for the tribe?—Yes.
380. Do you remember when Sir Walter Buller brought a deed of release to Kemp at the kainga?—I do not know that he came to my place with any deed.
381. Do you know of him taking it to any other kainga?—I just heard of it.
382. You heard it after the deed was executed?—Yes.
383. No word was sent to you that such a proceeding was contemplated?—No.
384. If this £2,000 that was paid to Warena was paid in liquidating your liabilities in connection with this block you would not, as chief, ask that the Government should refund that money to you?—I should ask for it, because I had never seen the money.
385. Do you admit that it was paid away in liquidating liabilities incurred in connection with this block?—I have not seen it.
386. If they brought it and showed it to you, you would give it them back I suppose?—I should know then what portions were paid to the lawyers and what to others.
387. When you got the £1,000 you divided it so that the persons receiving the money got about £9 each?—Yes.
388. So you gave it to about 111 people?—We paid it to the hapus and they subdivided it.
389. How much did you send to Warena?—We did not give Warena any of this; this money was kept to ourselves.
390. At the meeting of 1886 in Court, was anything said by any individual at the meetings or in the Court, that when Whatanui did not take No. 14, Kemp was to have it for himself alone?—No; Kemp was to do as he chose.
391. What division are you speaking of now?—Waiwiri—No. 14.
392. When they would not take it, who was it for then? Should it not have gone back into No. 11 for the tribe?—This block should have come back into No. 11 for Ngatipariri.
393. Do you consider that is the present position of No. 14—that it belongs to No. 11 and to Ngatipariri?—Yes.
394. Were you present at the meeting here when Donald Fraser came to Horowhenua and suggested that No. 11 should be subdivided as follows: 3,500 to Kemp and Warena each, and the balance of 8,000 acres to the tribe?—We spoke about that in the committee outside the Court.
395. Do you object to that?—No, I supported it.
396. Were you at the Court at the partition of No. 11?—Yes.
397. Did you hear Kemp make a similar proposal there?—Yes; he made that proposal but it was not approved of; some would get more and others would get less. We wanted to be equally considered.
398. When Donald Fraser came and made the proposal you agreed to it?—Yes.
399. With regard to the £6,000 that Kemp received for the township—presuming that was on the table now, whom does it belong to?—I and the whole tribe would take it.
400. Were you in Court when Nicholson came into Court and objected to the division—No. 14—that had been cut off for the Whatanui?—Yes; but the Judge would not allow him to speak, as he had no right to address the Court.
401. *Mr. Morison.*] Was Rangirurupuni a chief who knew about this land?—Yes, he knew about it.
402. Was he a man who knew the boundaries of Muaupoko?—Yes; those are his boundaries we named before the Court.
403. *Mr. McDonald.*] Is Muaupoko a distinct hapu?—That is the name of the tribe.
404. But you count it as one of the hapus?—It is a hapu, but the whole tribe was taken from it.
406. Is Muaupoko not the common name of the whole tribe?—It is a hapu; but the tribe as a whole took their name from it—they are all Muaupoko.
407. Which is the fifth hapu?—Ngatiwhano; Himiona Te Hopa is chief.
408. You said if Kemp had shown you a list of names for No. 11 you would have made no objection to that list?—If Kemp had told me about the money received from the lease and sale and so on it would have been all right.

409. You say you are the head of Ngatipariri. Was Pariri not a woman?—Yes.
410. Had she any sisters?—Yes, an elder sister.
411. What was the name of that elder sister?—Te Rongo.
412. Had she any others?—Kaewaenga, she was the eldest, and the two younger were Te Rongo and Pariri.
413. Which was the second sister?—Te Rongo.
414. Pariri was the youngest?—Yes.
415. Are you descended from Pariri or Kawaenga?—From Kawaenga.
416. And that is the reason you say you are head of Pariri?—No.
417. How do you connect yourself with Pariri? Is it not merely through her elder sister?—On my father's side.
418. With regard to the deed of release, you said, in reply to Mr. Fraser, that you were not present when it was signed?—No, I was not there.
419. Were you told what it contained, or what the purport of it was?—I heard it was a deed to which the people had signed their names. I did not hear the purport of it.
420. You said £1,000 of rent had been paid by Kemp to you?—Yes.
421. Whom was it sent to by Kemp?—He gave it to Makere and Raniera, and said, "Take this money to the tribe"—that is, to me.
422. How much did you get of it?—I and my people got £150. All the hapus got that.
423. You did not send any of that to Warena?—No.
424. Did you send any to Wirihana?—No.
425. Did you send any to Paki te Hunga?—No.
426. Did you send any to Himiona Kowhai?—Yes.
427. Did everyone get some, except those you have mentioned?—Those are the only persons who did not get any; they were away at Rangitikei; the money was divided among those present.
428. A proposal had been made to the Muaupoko at Horowhenua that 3,500 acres each should be given to Warena and Kemp, and 8,000 acres to the tribe?—Yes.
429. Did you make any objection to this proposal?—I and Kemp had a row over it.
430. You did not agree to it?—No; we had trouble over it.
431. What did you say to Kemp when the proposal was made?—I said, "You must make haste and divide this land amongst the people." He said, "When you have all agreed about it, I will do it." I said, "You are trying to keep the land and spend the money."
432. To what land did you refer?—No. 11.
433. Did you refer to the 8,000 acres, or to what?—To No. 11 block; to return it not in this fashion, but to return the whole.
434. Did you say anything about Tiro tiro in the Court at Palmerston?—Yes, in 1886, I said to Kemp, "Cut out my land."
435. In the Court, or at the meetings outside?—Outside the Court.
436. Tiro tiro was not mentioned in the general agreement about the 4,000 acres?—No; I am not sure whether it is inside or outside the town.
437. The proposal about Tiro tiro was a private arrangement between yourself and Kemp, not affecting the tribe?—No, the whole of us; it was talked about in the House.
438. You did not want it returned to the whole tribe, but to yourself?—It was my land; it was my private land.
439. It was a private matter as between yourself and Kemp?—I said cut my land out; and after I had finished, my wife repeated the same, but it was all done in the presence of the whole tribe.
440. The return of this land was to be to you and your family only, and not to the tribe?—Yes.
441. And the quarter-acres in the town were to be for the tribe?—Yes.
442. And you wanted those sections in addition to Tiro tiro?—Yes.
443. The money for the town was to go for the survey of sections?—Yes; that was the reason we agreed to sell it; to pay for the survey of the land and the township, too.
444. Was it for the survey of the 105 sections in No. 3?—Yes, for all the internal surveys.
445. *Mr. Fraser.*] Do you remember when Mr. McKenzie and Mr. Carroll and others came up to look at the State Farm that was being purchased?—Yes.
446. They came to your kainga, and the objection you raised to the land that was being sold was that it encroached on your land—a certain corner of it?—Yes.
447. *Mr. Stevens.*] Why did you tell me that you had heard nothing of the sale of the State Farm until after the money was received?—I did not know it was sold until it was sold.
448. Did the Minister come before you heard the money was paid, or after you heard the money was paid?—I do not know whether it was before or after.
449. Was there any one on the land at the time the Minister came here?—Yes, the workmen were there.
450. Had they been there all this time without you seeing them?—There was one here and there—not many.
451. You said you did not know this land was sold until the money was paid: how do you reconcile these two statements?—That is true.

WEDNESDAY, 1ST APRIL, 1896.

WAATA TOHU examined.

1. *Mr. McDonald.*]—You are in the certificate of Horowhenua?—Yes.
2. Were you at the Court of 1886?—Yes.
3. Were you there all the time?—I did not stay until it was finished.

4. Were you there at the meetings outside before the Court began?—Yes, at some of the meetings.
5. Was there any land awarded to you at that Court?—I participated in one of the divisions.
6. Can you point out on the plan which division you were in?—It was No. 7.
7. How many of you were in that block?—Three.
8. Who were they?—Myself, Peeti te Aweawe, and Hoani Meihana.
9. How many acres were there in your block?—311 acres.
10. Were you three to have equal shares in the block?—No; our shares were not equal according to our ideas.
11. How was it divided?—I had 104 acres, and Peeti had 104, and Hoani had 103 acres.
12. Have you still got that land?—Yes, I have.
13. Have you any claim on any other part of the block now?—Yes, to my idea.
14. What other sections do you claim?—If the people who have to divide this land divide it and put me in I shall be in.
15. To which block do you refer in saying, "If they put me in"?—The block that my name will be found in in the list of names.
16. I can only find it in this block that you told us of. I ask you if you have any claim on any other block?—No. 11.
17. Do you make any claim on any other block?—If I knew the numbers of the blocks I could tell.
18. What are the numbers of those you have a claim to?—I do not know the blocks by their numbers.
- 18A. Do you know a block of 4,000 acres that was sold to the Government?—I heard of it; but I do not know the block.
19. Have you any claim on any person in respect of that sale?—I have nothing to do with that block.
20. With regard to No. 12—the large block in the hills—have you any claim on that block?—If Ihaia Taueki is still taking care of it, I have a claim on it.
21. Do not you know whether he is taking care of it or not?—Yes, I know he is.
22. Then, have you any claim on it?—I do not know that I have at present.
23. Do you mean you may in the future, or you had in the past?—I would know that I had a claim on it when I hear that Ihaia issues a proclamation that he is going to select the names to be put in the block.
24. Is it for Ihaia to select the persons to go into this block?—When the people are collected together, and Ihaia says, "I am here to divide the land amongst the tribe," then I shall hear.
25. You are quite familiar with the proceedings of the Native Land Court, are you not?—Yes, so far as I know.
26. Have you, or have you not a claim in No. 12?—I have been called before the Court, and came, not knowing what is required of me at all. I could not come here and say I had a claim to this land before the block is brought before Ihaia, and he brings it before us for division.
27. With regard to Block 14, have you any claim on that?—That is Kemp's block; if he chooses to let me into it, well and good; if he chooses not to put me in it, well and good also. It rests with Kemp.
28. Is it the same with regard to No. 12 and Ihaia Taueki?—No; there is a difference as I said when the land was before the Court at Palmerston. What I said there was, I tried to get them to put the whole of the tribes into the whole of the block. But Muaupoko would not consent to that, and we were arguing the matter for four days, and Aleck McDonald said to Muaupoko, "Do not consent to the proposal I had made because I was a man of understanding, and Muaupoko would suffer." On that, Kemp said a word to me that I had better cease disturbing the matter; that he, Kemp, had been chosen by Muaupoko to represent the land; and I said, "Very well, I consent." I then spoke before McDonald and the assembled Natives, "If there is any trouble afterwards over this land, you must not blame Kemp," because I had wished to put the Muaupoko in the different portions of this land; therefore, the land had been now given to Kemp, and that would be a wrong in which I participated. I ended my conversation there. Then the block went on, and I went away and did not see the end. That is all I know about it. As I said, "Kemp is in this land, and I have no objection to make."
29. Did you understand on that occasion that the tribe had really made over the land to Kemp for him to manage it?—Yes, as caretaker of it.
30. Are you speaking of the whole block?—I am talking of what occurred at the meeting. I said, "Kemp's name has been put in this land, and that is just the same as myself." No matter where Kemp's name may be found in these several blocks, I should not have anything to say against it.
31. You will make no claim on any block in which Kemp's name now appears?—That is so. If Kemp says my name is to go in certain blocks, my name will go in, and if not, it will be just the same. It is immaterial; I should not make any disturbance about it.
32. *Sir W. Buller.*—You have been telling us of your mind at the time of the Land Court in 1886: were you in Court, or had you gone, when No. 11 was awarded to Kemp and Hunia?—I was not there; I had finished my talk.
33. But your people told you what they had done?—I was told by them, that afterwards they put in Kemp and Warena.
34. Did you understand from your people, that the whole of this block of 15,000 acres had been given to them to keep, or as caretakers?—I heard that it had been given to Kemp and Hunia, to take care of for the tribe.
35. For the whole tribe, or only for the residents?—I do not know; I simply heard that they were caretakers.

36. Did you understand from your people that Ihaia Taueki was put in as caretaker for the 13,000 acres, or that it was given to himself as a gift?—Just on the same conditions that the land was given to Kemp and Hunia.
37. You heard from your people at the time that No. 6, containing 4,000 acres or more, was also put in Kemp's name?—Yes.
38. For himself, or for some other people?—It was given to Kemp to bestow on those people whose names were left out in 1873.
39. Kemp, then, is in these two blocks—No. 11 and No. 6—as a trustee, you say: is that so?—Yes.
40. Kemp is also in No. 14—Waiwiri: is that his own land, or is it a trust?—No; that land belongs to Kemp.
41. His own absolutely to do as he likes with?—Yes; his own absolute property.
42. *The Chairman.*] How did Kemp become possessed of No. 14? Why is it his own?—I know it is his.
43. How do you know?—That piece of land always has belonged to Kemp from time immemorial.
44. Did Kemp's ancestors own it, or did he live on it?—It came to him from his ancestral rights.
45. With regard to those left out in 1873, I want to know whether you know that the names of individuals were put in the certificate of 1873?—Yes, the names were written down.
46. Ought these 44 to have been put down at that time as members of the tribe?—If Kemp had written the names down.
47. Then they were left out by mistake?—If Kemp at that time gave a list of names they would not have been left out.
48. *Mr. Fraser.*] You say that No. 14 has been Kemp's from time immemorial: who is his ancestors that owned it?—Te Riunga.
49. Who are the descendants of Te Riunga who are alive now besides Kemp?—Kemp will tell you.
50. I want you to tell the Commission what you know; who are the descendants of Te Riunga? Do you know?—Kemp is able to tell you.
51. Do you or do you not know who they are?—I do not know.
52. Do you know the boundaries of Te Riunga's land?—I never saw him go and mark off his land.
53. Do you know the boundaries of his land, or not?—No; I do not.
54. Do you know where the kainga *tuturu* of Te Riunga and the elders of Kemp was? Was it not at the other side of Otaki?—Waiwiri was the place where he stayed.
55. You have told us a lot of what happened at the Court of 1886. It is what you were told by somebody afterwards, is it not—not what you knew yourself with regard to No. 11 and No. 14?—What I said I had heard in relation to No. 11 was that the block had been given to Kemp and Warena.
56. What you know of the divisions was what you heard from your people?—Yes.
57. So far as you are personally concerned in this block, you are what is known as a *takikori*, are you not?—No, a real claimant.
58. Are you a Muaupoko?—Yes.
59. Have your elders occupied this land?—My ancestors remained here, and my father was here.
60. No. 7 was cut out for three Rangitane, was it not?—I never heard of that.
61. Do you know that Hoani Meihana and yourself are Rangitane?—I never made a claim because I was Rangitane.
62. Do you admit that this is the only block these three are in?—Yes.
63. Have you any claim to the divisions that Kemp's name is in?—What I have to say about it is this: I make no claim; but if Kemp chooses to put me in I have a claim, and if he chooses not to, I go without.
64. Has that been the position since 1886?—That is what was arranged when Kemp told me to cease to make any more disturbance. “Do you not see,” said Kemp, “that the block is placed in my hands”? and therefore I ended my contention. Therefore, it is my fault that Kemp is in the block.
65. Why did you sign the deed of release to Kemp?—I do not know to what you refer.
66. Did you never hear of any deed of release that certain of the tribe gave to Kemp?—Yes, I heard of it.
67. Did you sign that?—Yes; I have consented to all that Kemp has done.
68. *Mr. McDonald.*] Where did you sign that deed of release?—At Pahiatua.
69. What was that deed about? Who translated it to you?—Sir Walter Buller.
70. Who brought it to you to be signed?—Sir Walter Buller.
71. Can you recollect what the body of the deed was about?—No, I cannot recollect now.
72. Were you here when Kemp gave evidence before the Commission?—Yes.
73. Did you hear him say you had a right in No. 14?—Yes, I heard that.
74. Has that statement affected your evidence in any way?—No; you know what occurred in 1886. It was my fault that Kemp was put in as trustee; but as he is, it remains for him to say whether I am to have any land in the block or not.
75. Did you hear any of the Muaupoko Tribe, at the meeting in 1886, say to Kemp that No. 14 was for him alone?—I was not inside the Court. I did not hear any one say so; I did not go to their meetings at Palmerston; I could not say whether I heard it or not.
76. You are pretty clever at Whakapapa?—Yes, in my own ancestry only.

77. You are not a descendant of Te Riunga?—From her elder brother.

78. Riunga was a daughter of Puakiteao?—Yes.

79. Has he not a post over at Waipukurau?—Yes.

80. If so, how did Riunga get her right here at Horowhenua?—Because they all stopped here, and there is another post here at the mouth of the Hokio; it has been there from time immemorial, and is now.

81. Did the possessions of Puakiteao extend from the post here to Waipukurau?—No; her descendants are living here. All the Muaupoko that are in this matter are descended from that line of ancestry.

82. Riunga, Rua Tapu, Potangotango and Otereo were the children of Puakiteao?—Yes.

[For continuation of this witness's evidence see page 155.]

PATRICK SHERIDAN examined.

83. *Sir W. Buller.*] You are pretty familiar with the history of this block?—Not particularly. I never went into it until the trouble arose about the purchase of the State Farm by the Government.

84. When was that?—October, 1893.

85. Do I understand you to say that before that you had nothing to do with it?—Only the purchase of 4,000 acres for the Levin Township; I had a knowledge of that.

86. That was all?—Yes.

87. Do I understand you to say that you knew nothing of the trouble between Kemp and Hunia, up to the date of the purchase of the State Farm?—Except what I knew from yourself.

88. As head of the Land Purchase Department, it is your function to advise the Minister in charge of that department?—Sometimes; but when the Minister does not accept my advice, I do not feel bound to adopt the constitutional precedent.

89. Is it not a fact that you did advise Mr. Mitchelson, when Minister of Lands, in regard to Horowhenua block?—I do not recollect doing so. I do not think so; at all events, it would only be as representing Mr. Lewis.

90. You cannot remember any conference at all with Mr. Mitchelson, in regard to Horowhenua and Kemp's position?—No.

91. Do you remember at a later period, advising Mr. Ballance, the late Premier, in regard to Horowhenua?—No; I should think I never did. I would not be quite certain; but it would be simply carrying on business for Mr. Lewis.

92. When did he die?—I think it was in 1891 or 1892; I am not sure; shortly after this Government came into office.

93. Was Mr. Lewis living in 1882?—I cannot say, without reference to documents.

94. Do you remember the session of 1892?—Not particularly. Mr. Ballance was very ill at the time, and Mr. Seddon was Acting-Premier.

95. What position did you hold at that time, in 1892, subsequent to Mr. Lewis's death?—Head of the Land Purchase Department.

96. Even at that time you knew nothing about Horowhenua, except what you heard from me?—I say I never have been intimately connected with it, nor posted myself up in it, till this trouble arose about the purchase of the State Farm; then I knew a lot. I had your version of it.

97. Why should you pay heed to my version—I had no official position?—You were running about Ministers, and bringing me notes from Ministers. That is how I came in contact with you.

98. How was it, seeing I held no official position, that you were getting information from me?—Because you deceived me.

99. Will you please explain?—You came to me on several occasions, and you represented to me—you gave me to understand—that the Premier, Mr. Seddon, wished me to draft a clause for a Native Land Bill that was going through Parliament to meet Kemp's views on the case.

100. I am speaking of the time when Mr. Ballance had charge of the business, before Mr. Seddon had anything to do with it. Was there any deceit on my part then?—No, I do not say there was. I do not recollect having any communication or coming into contact with you prior to Mr. Ballance's death. On the 10th October, 1892, you brought me a note from Mr. Carroll: "Mr. Sheridan. Please attend at once to the matter *re* Horowhenua, which Sir W. Buller will explain to you. £5 is to be advanced to Kemp, on account of Horowhenua No. 11, containing 14,975 acres. Get voucher executed, and Proclamation, without a moment's delay. Parliament may prorogue at any time, and it must be done before that takes place. 10/10/92." With your assistance, I drafted a Proclamation. That followed immediately on receipt of the letter. We drafted a Proclamation, and that went into a special *Gazette* that evening.

101. That was during the session of 1892?—Yes.

102. At that time had Mr. Ballance charge of the department?—No; Mr. McKenzie was just taking it over from Mr. Cadman. Mr. Ballance never had control of the Land Purchase Department in the last Administration.

103. There was no deceit at that time?—No.

104. You quite understood the nature of this communication from Mr. Carroll?—I do not say I did. I simply followed it, and put the Proclamation over it. I did not know what was behind, or the motives which led to it.

105. You were told that "Sir W. Buller would explain the matter." Did I do so?—I do not know that you did.

106. Do you remember my attending at your office with the licensed interpreter when £5 was paid to Kemp? Who was in attendance?—No; you were not present at all when the £5 was paid; you did not see it paid. It was paid—I think Mr. Mair was interpreter—by myself to Kemp in the Wellington Hotel.

107. Do you remember my coming to your office with Kemp?—No; I do not think you could find Kemp; it was very difficult to find him.

108. I presume I gave you some explanation before you did this?—Not much; the letter from the Minister was quite sufficient.

109. You had an explanation from me of what was being done?—If I did, I did not take any notice of it. You may have explained a lot. It may have gone into one ear and out at the other.

110. What did you understand this to refer to: "A Proclamation without a moment's delay"?—The Proclamation that appeared subsequently in the *Gazette*.

111. At the time you received this memorandum from Mr. Carroll, was there any power to issue such a Proclamation?—Yes, "The Native Land Purchase Act, 1892." At the same time that you brought this down I expressed an opinion to you that it was entirely unnecessary, as a Proclamation still existed over the whole block under the provisions of "The Native Land Purchase Act, 1877." He did not think it was so, and said we had better put this over it to be entirely safe.

112. You swear you told me that?—Yes.

113. Where?—At the time you came with that note.

114. You swear that when I brought that note you said to me that you did not consider a Proclamation necessary, because there was one already in force?—Yes; under the old Act, which had been repealed by the Act of 1892. I told you there was a Proclamation under the repealed Act, which I considered was still in force. You said you did not think so. I took your opinion as a lawyer.

115. Was any one present when that was said?—I do not think so.

116. Where would it be?—In my office—the Land Purchase Office; there would be no one listening.

117.—I give you fair warning that you will be contradicted on oath?—I cannot help that.

118. At the time you got this note from Mr. Carroll, had "The Native Land Purchase Act, 1892," been approved by the Governor?—I assume so. Your memorandum is dated the 10th October; the Act is dated the 8th October. I presume that means it had received the Governor's assent.

119. Is it not a fact that this happened: that Kemp received through you £5, and signed a voucher, a licensed interpreter, Mr. Mair, officiating; that a memorandum was sent over to the Governor, signed by Mr. McKenzie, advising His Excellency to assent to the Native Land Purchase Act?—I do not know.

120. You have forgotten it?—I do not think I ever knew.

121. The Proclamation was drafted after the Governor's assent had been received from Government House?—It was drafted immediately you brought this message. You would not leave the office till I finished it. I was very busy, and wanted to put you off, but I had to knock off, and put it through in manuscript.

122. Is it not a fact that, the Governor having assented to the Bill, a Proclamation was then completed and put into type for the *Kahiti*, the whole proceeding occupying about two hours, from three to five?—I do not know anything of the assenting of the Governor at all. I know the Proclamation was drafted on the date of the memorandum, and, I think, produced in the *Gazette* next day, but I do not know when the Governor assented to the Bill, or that he ever did assent to it at all.

123. This is the *Kahiti* containing the Proclamation, dated the same day on which Mr. Carroll sent the note?—Yes.

124. Is it not a fact that this was set up that same evening?—I do not know. I do not recollect.

125. Is it not a fact that the same evening you forwarded, at the instance of the Minister through my instrumentality, a further caveat against No. 11 to the District Land Registrar?—I think it was next day; at all events I asked him to lodge a caveat.

126. Was there not a fear that something might be done next morning at ten? Were you not instructed that evening to forward a caveat to the Registrar?—I had no instruction from the Minister at all to that effect. I forwarded the caveat myself.

127. Do you wish it understood that I directed you on behalf of Ministers to send this further caveat to the District Land Registrar?—I understood you to be bringing me messages from the Minister. I do not think you actually said the Minister told you I was to do so and so, but I did everything that was necessary anyhow. I sent the caveat down at once.

128. Did you do everything I said was necessary in order to protect the block?—Yes, very likely.

129. That protection being a Proclamation over No. 11 to bar all sales and leases and dealings under the Act of 1892, which had just then received the Governor's assent?—A Proclamation to give the Government pre-emptive right of purchase, to protect the interests of the Crown, and prevent any person but the Crown dealing with the land.

130. The 10th of October was a Monday, the day Parliament was prorogued, was it not?—I do not remember.

131. Do you know whether a Cabinet meeting took place on Sunday night preceding this matter for the purpose of considering what the Government should do with regard to Horowhenua?—I do not know.

132. Did I not tell you of the meeting and the result, that this Proclamation was the outcome of the meeting? Did I not explain to you that, at an emergency Cabinet meeting, at Mr. Ballance's house on Sunday, Ministers had by a minute decided that a Proclamation should be issued by the Governor over No. 11?—I do not recollect your telling me; you may have, but I should not have taken any notice of it.

133. You considered that the instruction from the Minister bound you?—Mr. Carroll's memorandum was good enough for me.

134. You do not ask the Commission to believe that on that occasion there was any deceit on my part?—No.

135. Therefore, if I did tell you of the meeting and its outcome, it was all truthful?—Yes; I do not accuse you at any time of saying anything not truthful. Everything was truthful from the beginning.

136. At that time you say, so far as you can remember, this was the first time I came into contact with you over the Horowhenua Block?—Yes.

137. Is it not a fact that for a considerable time I was more or less constantly seeing you about the block in your office?—Yes; very constantly you were there.

138. At that time you understood, rightly or wrongly, that I had the confidence of Mr. Ballance?—I am sure you had.

139. Did you at that time inform any Minister that there was already a Proclamation and that the Proclamation now being proclaimed was unnecessary?—I do not recollect having any conversation with a Minister at all. This Proclamation was issued right off the reel. I did not dispute the point. You told me you did not think the old one of any validity, and I did not think myself it was. I thought the repeal of the Act repealed the old Proclamation.

140. I had frequent interviews with you at your office in regard to Horowhenua only?—Yes.

141. When did those interviews come to an end?—Probably in 1894.

142. Do you remember the last interview I had with you in relation to some correspondence with Mr. Edwards?—Yes; I do not include that as an interview at all.

143. You say I had various interviews with you at your office from October, 1892. When did these frequent interviews cease?—As a matter of frequency, they ceased altogether when Mr. Seddon did not accept the clause you led me to believe he wished drafted for the Native Land Act to deal with this case.

144. When was that?—It must be about the time the Native Land Act of 1894 passed.

145. Was the fact communicated by you to me that Mr. Seddon would not accept what you call my proposed clause?—Very probably.

146. Would you remember the clause if I showed it you?—Perfectly.

147. Was it not in the form of a Bill entitled, "An Act to enable and empower the Native Land Court to inquire into the Nature of the Title to certain Lands at Horowhenua, and to make Orders respecting the same"?—No.

148. What is the clause then?—[Clause produced on a Supplementary Order Paper, marked "I."]

149. You wish me to understand that the proviso erased here in pencil is the clause I wished to have introduced?—That is the clause I took to the Premier, and he said he would have nothing to do with it.

150. "Mr. Mitchelson: To introduce a new clause, No. 7A." That is the clause which I led you to believe Mr. Seddon said he would incorporate?—You submitted the draft to Mr. Edwards, and Mr. Edwards added the proviso.

151. You found out from Mr. Seddon that he had not said so?—I gathered so. I want to qualify what I said before—that you deceived me—because if he did not authorise you to come to me, you did deceive me.

152. That is the clause you refer to when you say that my interviews with you ceased when Mr. Seddon refused to adopt the clause?—Yes.

153. If I swear, as I shall, that I had nothing to do with this clause, and never asked Mr. Seddon to have it incorporated, will you admit you are under some misapprehension?—No.

154. How do you know that was the clause I wanted introduced?—I thought you would probably have the original manuscript draft of that that I prepared, because you took it away and did not return it, but returned a type-written copy and kept the original.

155. Then it was your clause—not mine?—I drafted it first; you led me to believe that Mr. Seddon wanted a clause to meet the case.

156. Did that, in your opinion, meet my case at all?—It did from your point of view.

157. Is this your handwriting?—No.

158. Is this the memorandum you said I took from your office?—Yes.

159. Is the pencil in your handwriting?—Yes.

160. This is the memorandum to which you refer?—Yes.

161. This was your draft. Was it not prepared by you?—Well, it was prepared in my office; I prepared it from information you supplied.

162. Did I not complain to you that it did not meet our case, and was not what I asked Mr. Seddon to incorporate?—I do not recollect so; you accepted that at any rate.

163. Did I not submit to you this proviso: "Provided that in making any order under the provisions of the Act or of the Acts herein referred to the Court shall inquire into and determine the relative interests of the persons found by the Court to be entitled to such lands, and the Court shall, in ascertaining the quantum of the interest of any person who has sold or transferred any part of the said lands, take into consideration the value of so much or such part of the said lands, as has been sold or transferred by such persons as aforesaid, and shall reduce the quantum of the interest of any person who has so sold or transferred any part of the said lands proportionately, or shall declare such person not entitled to any interest in the residue of such lands, and shall omit his name from any order or certificate of title to be issued therefor accordingly. Provided also that any unpaid purchase money, whether owing in respect of any purchase made by or on behalf of her Majesty the Queen or by or on behalf of any private person, of any part of the said land so sold and transferred as aforesaid shall be paid to such persons in such proportions as the Court shall direct or to any one or more persons appointed by this Court by order as trustee for the persons named in such order, in such proportions as the Court shall direct. And the receipt of this person or persons named in such order shall be a good discharge for this money paid to such person or persons pursuant to such order." Was not that the clause I proposed—the clause you struck out here in

pencil?—You showed me that; I said we cannot possibly go beyond that; you showed me these other addenda but I said that was as far as I would go.

164. Wherein consisted my deceit in your opinion?—In leading me to believe the Premier wished me to draft that clause.

165. Which clause?—The clause I drafted, which you have in manuscript.

166. That was in the session of 1894. Will you look at this Bill [put in and marked "J"]; I am going to swear that I sent this to the Premier and he sent it on to you, and before you answer I will read his letter [produced and marked "L"]. Was not that the Bill which was then referred to you by Mr. Seddon?—No, it was not.

167. Do you state that this Bill was never referred to you by Mr Seddon as stated in his letter?—I did not make any report on it.

168. This is my letter to Mr. Seddon [produced and marked "R"]. This is the Bill [exhibit "J"]. This is Mr. Seddon's letter [exhibit "L?"].—On the 21st June, 1894, Mr. Seddon referred a Bill to me, which is on the file, and there is a great deal more in the Bill read than in the original Bill.

169. Is not this the Bill to which you referred in your evidence?—Unquestionably not; it is not the Bill which Mr. Seddon minuted to me—"Mr. Sheridan. R. J. S."

170. Wherein does this Bill differ?—There are five clauses in this Bill.

171. Are there not five in this? Did you follow it as I read it?—I think so; the two Bills can be compared by the Commission.

172. You remember Mr. Seddon referring to you, as from me, a Bill substantially the same as the one I read, except the schedules?—I cannot say it was substantially the same.

173. A Bill was referred to you by Mr. Seddon as from me?—Not as from anybody; he did not say from you. He did not send the covering letter; there is nothing on the face of it to show where it came from.

174. But you admit that on the 21st you did receive from Mr. Seddon the Bill you have on the file?—His minute is dated the 21st.

175. In the Bill you have on the file there is a reference to the Native Lands Act of 1891, under which a Proclamation had been issued by the Governor. Do you remember the Proclamation?—Yes; I have already said so. The Commission will remember I spoke of a Proclamation as having been sent to me and an order prepared in connection with a memorandum which Sir W. Buller brought me from Mr. Carroll.

176. Was not that Proclamation, which you prepared in pursuance of the memorandum from Mr. Carroll, a Proclamation under the Native Lands Purchase Act of 1892, which had not then received the Governor's assent?—I do not know anything about the Governor's assent at all.

177. Was the Proclamation one under the Native Lands Purchase Act of 1892?—I have already said so.

178. Now you ask the Commission to believe that the Proclamation I have asked you about is the same Proclamation as a Proclamation issued under the Native Land Act of 1891?—I am not aware of any such Act. The title is, "The Native Lands Court Act Amendment Act, of 1891."

179. Is it not a fact that, under "The Native Lands Court Act Amendment Act, 1891," a Proclamation was issued by the Governor over the block, to have effect till the close of the session of 1892?—No, it is not; I do not think there is any power in the Act to issue a Proclamation.

180. Was it a notice in the *Gazette*?—I do not know of it; I do not know of any notice under the provisions of that Act. It would be done by the Native Office—not by my department.

181. You stated that you did not communicate to any Minister your opinion that this Proclamation was a work of supererogation?—No, I never stated to any Minister that the Proclamation under the Act of 1892 was unnecessary.

182. Were you consulted by the Government in 1891 as to the necessity for this prohibition in the Native Land Court Act of 1891, for, if there was a Proclamation in force then, there was no necessity for an Act preventing dealings?—I was not consulted about it at all; it was all done in the lobbies up at the Parliament Buildings.

183. By whom?—I do not know.

184. Could you explain the necessity for such an Act as the Native Land Court Amendment Act of 1891?—No, I cannot explain any reason for it. It was a bit of string-pulling, I think; but I cannot assign any reason for it. I think it was passed without any departmental advice at all. The departmental officers knew very little about it.

185. You say that my visits to your office ceased in consequence, you think, of Mr. Seddon not adopting my Bill or the clause?—I do not know; they were not so frequent then or of so official a character. You might have called in because we were on friendly terms.

186. Did you ever say a word to me about what you allege now—that I deceived you?—No; I might not have said it now only I got a little heated.

187. Will you withdraw it?—Yes.

188. Do you withdraw it on the merits?—Yes.

189. You remember my coming to see you during last session about some correspondence you had with Mr. Edwards over Mr. Bartholomew's timber lease?—I never had any correspondence with Mr. Edwards. You came to see me about some conversation I had with Mr. Bartholomew.

190. I read you the correspondence I had with Mr. Edwards?—Yes.

191. I have never been to your office since?—I think once.

191A. Did you show me during last session the old Horowhenua Bill that you were putting into shape?—I certainly never did.

192. You helped to draft a Bill?—Yes; I drafted the Horowhenua Block Bill.

193. That came out of Committee all cut out but two clauses?—Yes.

194. The Bill as you drafted it is the one which bears the Premier's memorandum to me?—I made the first draft, but the Law Officers licked it into shape.

195. Did you not make the first draft of this Commission?—I did.

196. Was that licked into shape by the Law Officers of the Crown?—Certainly.

197. You incorporated clause 11 in your draft?—Yes.

198. Was that clause suggested by you to the Minister, because you say you did not tell him about the Proclamation of 1877 before? When did you first inform the Minister that a Proclamation was necessary, because there was already one?—Never.

199. By whose authority did you incorporate it into the draft of the Bill?—I did it on my own motion.

200. This thing had been simmering in your mind all these years?—No.

201. How long had it been in your mind?—From the time that Mr. Stafford found it necessary to enforce a Proclamation to insure the payment of a debt to the Crown for subdivisional survey of one of the blocks which Mr. Bartholomew was trying to evade on a technicality.

202. You do not suggest that he was refusing on my advice?—No.

203. When was this that Mr. Bartholomew was trying to evade this?—The case was tried within the last year in the Supreme Court; it was before last session.

204. It was then you made the discovery that the Proclamation of 1877 was still in force?—I always knew it. It was then I began to learn that the repeal of the Act of 1877 did not affect the validity of the Proclamation. I learned it from Mr. Stafford. He is the Land Transfer lawyer representing the Crown.

205. And that the prohibitory legislation of 1891 was unnecessary?—I do not know that.

206. And the Proclamation under the Act of 1892 was unnecessary?—I do not know that.

207. Then you drafted this section, and you made it apply to Nos. 6, 9, 11, 12, and 14. What was your object in making the clause apply to these blocks, excluding all the rest?—Because there were two sides putting the case before the Government; there was just as much force on the other side as you were bringing forward.

208. Who were the sides?—Kemp and Hunia. Kemp represented by yourself, and Hunia as represented by himself.

209. Did he come to see you and bring pressure to bear about the Bill?—No.

210. Who did?—Nobody.

211. Where was the pressure then?—It was brought on the Government.

212. But on your own motion you drafted this clause. I want to know your reasons for picking out these blocks and leaving the rest of the estate out?—Because it was alledged by Hunia's side that in all the blocks in which Kemp appeared as individual owner he was as much a trustee as in No. 11; and as the Supreme Court had ordered No. 11 to go before the Supreme Court it was represented that all the others should go before the Native Land Court also on their merits.

213. It was represented to you by Hunia's side?—Yes.

214. But during the whole of these interviews—these frequent interviews—I had with you in your office from 1892 to this last occasion in 1895, did you ever convey to me your belief that there was any trust for No. 14?—No; I do not say now there is; and that will apply to all the other subdivisions in which Kemp stands as legal owner.

215. Have you not been present on two or three different occasions when Kemp has been heard in support of a petition in regard to No. 11?—I do not know what takes place in Parliament; I do not know anything about Kemp's petitions at all.

216. Have you not in your official capacity attended always at the Native Affairs Committee when these petitions have been investigated?—No.

217. On no occasion at all when I was present?—Never, except last session when this Block Bill was being considered, that is the only Committee meeting in relation to Horowhenua I ever attended.

218. You were never made aware of what had taken place at those meetings?—No.

219. Therefore, you have absolutely no knowledge at all as to whether No. 14 is or is not a trust block?—Not the slightest.

220. And your only reason for including in the clause was, that somebody told you that Hunia was alleging something. Was not No. 14 omitted from some of the drafts before it eventually came before the House?—No.

221. You are clear about that?—Quite; you met me with a copy of the Bill, and you said you accepted the whole of it with the exception of No. 14, and, if No. 14 was struck out, you would not have any opposition to it. You met me outside the Premier's house; you were waiting to go in.

222. That is to say, I admitted No. 6, No. 9, No. 11, and No. 12 to be trust blocks, my only objection being to No. 14?—Yes.

223. I want you to remember who it was told you the first time that No. 14 was also the subject of a trust?—I do not know who it was; you could not expect me to recollect.

224. Was it not while you were preparing the Bill that it was represented to you that No. 14 should come in as well?—No.

225. When was it, then?—I do not know. It was not brought specially under my notice in 1895. The only reason it was brought in was because it stood solely in Kemp's name.

226. Had you at that time supposed that No. 14 was a trust block you would have put it in the schedule?—I think the schedule was drafted by yourself.

227. The only part I supplied was a blank, and I went to the Survey Office and got the particulars?—That is the third or fourth clean copy; we were a good while struggling with it. I will not swear to the schedule, but I think you drafted it.

228. You drafted this Commission, and passed it to the law officers to revise. I call your attention to clause 9 "as to *bona fides*," &c. What transactions had you in your mind when you framed that section?—Is that not drafted from the Bill?

229. You drafted the Bill?—I made the first draft.

230. And this clause was part of your draft?—I do not know about that.

231. Your reason for putting it in the Commission was that it was in the Bill?—Yes.

232. You had not in your mind at the time you drafted it any suspicion that I had been guilty of fraudulent proceedings in regard to this or any other part of the block?—No.

233. Do you know Mr. O'Hara Smith?—I do.

234. Are you aware that he is producing a pamphlet in reply to my defence at the Bar of the House?—I do not know that he is writing a pamphlet. I never supplied him with any information, and never read the letter in the *Farmer*.

234. With regard to the sale to the Crown, you are aware that a block of 1,500 acres was sold by Warena to the Crown? Will you state what you had to do with the negotiations for that sale?—At the time the trouble first began about this, Mr. McKenzie asked me for a report; he did not recollect much about it himself. The report is dated 30th January, 1895. The date of the time of the trouble was after the trial at Wanganui, when you discovered the payment of £2,000.

236. The report related to the sale of 1,500 acres by Warena?—Yes.

237. When were the negotiations commenced at that time for the sale of the 1,500 acres through your department?—About a year before Mr. Ballance's death the first negotiations took place in Wanganui between Mr. Butler, the land-purchase officer, and Mr. Fraser, agent for Hunia.

238. No particular part of the block was then indicated?—It was simply for land for a State farm. The negotiations began a year before Mr. Ballance's death.

239. Are you aware that Mr. Ballance at the same time was negotiating through me, and that Kemp was willing the Government should have a State farm?—I do not know whether Kemp was willing. In saying the negotiations began a year before Mr. Ballance's death, the price demanded by Hunia's agent then was too high. He wanted £6 an acre. £4 was the price offered, and we dropped negotiations for a time. How they were reopened afterwards I am not clear. The mountain came to the prophet.

240. What did the prophet say, and when?—I will read my report:—

"This is a history of the title to the Horowhenua Block, for which you asked. It is compiled principally from the records of the Native Land Court. The negotiations for the purchase of the site of the State Farm began in Mr. Ballance's time, at least one year before you took charge of the Land Purchase Department. Hunia's price was then £6 per acre, which was refused.

"In October, 1893, you informed me that, having inspected the land, you were satisfied that it was worth £4 per acre, and directed me to purchase 1,500 acres at that price. Mr. Donald Fraser came to me shortly afterwards, and said that he was ready to complete the transaction. I told him that I could not recognise his agency or power of attorney, and that he must bring Hunia to me. He replied that he would do so next morning; but, as I had arranged to leave for Wanganui by the early-morning train, I asked him to defer the matter for another week. He insisted, however, that this would inconvenience Hunia, who was either in town or on his way to town, and I postponed my journey until the midday train. The deed was signed about 11 o'clock, and Hunia asked for the consideration, £6,000, in debentures. I told him that he must wait for this until I returned from Wanganui, as it would take some days to go through all the requirements of the Treasury and Audit in respect of the issue of the debentures. He assented. Meanwhile I sent the deed to the District Land Registrar for registration. On my return from Wanganui, I received a memorandum from the District Land Registrar to the effect that, in consequence of caveats, the registration could not proceed. I informed you of this, and you directed me not to pay any portion of the consideration until the whole question was settled. You repeated these instructions several times subsequently, with the remark that, above all things, you did not want your name mixed up in any Native-land scandal.

"About the 20th August, 1894, it was represented to the Government that, unless Hunia raised the sum of £2,000 at once, he would be forced into the Bankruptcy Court, and his interest in Horowhenua would pass into the hands of the Official Assignee, who would sell it to the highest bidder. The matter having been considered in Cabinet, it was decided, for the purpose of saving the estate, to advance the £2,000.

"The payment was made strictly in accordance with the Treasury and Audit Office Regulations, and there was no secrecy whatever about it.

"The Hon. the Minister of Lands.

"P. SHERIDAN.—30/1/95."

241. Then the only reason the money was not paid at that time to Warena was the existence of the caveat?—Yes.

242. Was not the existence of a caveat quite well known to you before the 21st October, when Warena signed the deed?—Possibly so; I knew about the Land Purchase Act, but that did not operate against ourselves.

243. Were you not aware that the Natives had lodged caveats—was not the Government aware of it?—Possibly so. I forwarded the deed for registration and they refused it, and I did not pay the money. I might have known unofficially about them; I did not know officially.

244. However, the money was not paid?—No.

245. But it was paid some considerable time after?—On the 1st September, 1894.

246. How was that payment made?—A voucher in favour of Hunia for £2,000 was prepared at the Audit Office; they passed it and sent it to the Treasury, and the Postmaster at Bull's was named to countersign the cheque. The cheque was posted to Hunia, and the voucher to the Postmaster. On Hunia signing the voucher, he received the cheque.

247. Is it not usual to have a licensed interpreter present on such occasions?—No; there was a licensed interpreter present at the execution of the transfer, but on payment it is not a legal necessity, and in this case there was no necessity at all.

248. Had the caveats been withdrawn at the time the payment was made?—No; they are not withdrawn yet.

249. Do you remember my saying to you, after you informed me of the execution of the transfer, that I considered the price agreed upon to be a fair one, and should do nothing at all to embarrass the Crown's title, my only objection being to any payment before the question of trust was decided?—Yes.

250. Have I ever done one thing to embarrass the Government in the matter of the State Farm purchase?—No; the difficulty would not be dealt with by me.

251. *The Chairman.*] You did not have anything to do with the actual negotiations or the carrying out of the purchase of the State Farm?—The legal part would have to be done through the officer appointed.

252. All that you had to do, apparently, was to pay the money?—I had to buy the land. The official part had to be done by me. The Minister could not buy the land except through me.

253. Had you ever before that had occasion to look into the title of the Horowhenua Block?—No.

254. Who has charge of the Native Office files?—The Justice Department. I do not have them. I only have the files belonging to the Native Land Purchase. In this block I kept them distinct.

255. Did any communication take place between you or your department and the Justice Department before the purchase was completed?—I do not recollect any. Mr. Haselden was the attesting Justice to the deed.

256. Did he know what the deed was?—He was bound to hear it explained. He read it over and asked Hunia if he understood it.

257. Was it a mere chance that it was taken before him?—Yes, as the nearest Justice of the Peace.

258. He had no reason to know that it related to the purchase of the State Farm?—Probably he had, but I cannot answer for certain. I do not know.

259. You did not know that Mr. Haselden knew anything about this matter? It was a mere coincidence?—If there had been a Justice of the Peace nearer I would have taken it to him.

260. There is a memorandum filed with the Native papers in Mr. Haselden's handwriting which is of very considerable importance, as affecting the Crown's title—as to whether they had notice of a trust. It states in effect that the Crown had reason to believe that very possibly the title to this might be bad, because it was subject to a trust. But the Crown felt sure it would be all right, because, even if it were, Hunia's interest in the block generally would be sufficient to recoup the Crown, supposing they had to make the thing good to the other people. Can you explain at all?—I do not understand the memorandum, to begin with, because, first of all, the block may be subject to a trust; the trustees may be fraudulent, that does not destroy their power, and they were in a good position to give a transfer of the land.

261. I want to know if you can tell me whether any communication passed between your department—the executive to make the purchase—and the Justice Department, which seem to be pretty well seized of the position of the estate?—None, as far as I know.

262. *Mr. Fraser.*] Do you remember, after the partition in 1886, that 800 acres were cut off for Kemp to dispose of, to liquidate a debt to Sievwright?—Yes.

263. Do you remember Kemp applying to the Government to remove the Proclamation from Section 10, to allow him to sell it?—The Proclamation was removed, so he must have applied.

264. You are quite clear that in 1892 you told Sir Walter Buller that the Proclamation was in existence, though you doubted whether it still had force?—Yes; but I was under the impression that the repeal of the Act would repeal the Proclamation.

265. When the £5 was advanced to Kemp, was it a preliminary negotiation to a subsequent sale by Kemp of part of No. 11?—Yes.

266. There was no suggestion then of a trust, so far as you know, when the £5 was advanced?—Oh, yes.

267. But Kemp wished to sell to the Government?—Yes; there was some action contemplated to fix the title before anything definite could be done.

268. With regard to the Bill that Sir Walter Buller drafted and sent to the Premier, the Premier would have nothing to do with it?—No; the Premier sent me a Bill, and I learn now how he got it.

269. In this Bill is there any reference whatever to individual sections of this block?—I do not know.

270. There was no schedule?—No.

271. The money advanced to Warena Hunia was confined to 500 acres?—Yes.

272. *Sir W. Buller.*] Is it not a fact within your knowledge that the £5 was paid to Kemp simply to enable the Government to bring out a Proclamation?—It was not understood in that way by me; the payment was not necessary for that.

273. Do you not know it was done on my advice?—I believe it was.

274. I induced him to accept £5?—You told me so. I had not much difficulty in getting him to accept it.

275. Was not this £5 paid on my advice putting the block technically under negotiation to enable the Proclamation to issue?—So far as I was concerned it was purely an official act, an advance on account of his interest in this land.

276. Was there any word about our selling any part of the block to the Queen?—I believe it was in connection with the sale of the State Farm.

277. I told you that Kemp was quite willing, so soon as the title was clear, to convey 1,000 acres more or less as a State Farm. Was there any other proposal on Kemp's part in the way of a sale of No. 11 except his general promise to convey 1,000 acres more or less?—I do not know. He was very vague.

278. Did you ever hear of any proposal on Kemp's part to sell anything but the State Farm to the Government?—I do not know; it was to be for a State Farm so far as I recollect.

279. *The Chairman.*] Can you give us any information as to the moneys paid from time to time, or at any time, to Natives in connection with the Horowhenua Block?—I produce a copy of the Land Purchase Register.

280. Kemp seems to have received £2,500, and £2,000, and £1,000 in connection with the township section. The liability of the Government is extinguished altogether now in respect to the township?—Yes.

281. Did the Government not also pay for the external survey of the whole block?—Yes.

282. There are no other payments? It would all have passed through your office in connection with any of these lands?—Yes; it could not have been paid otherwise.

283. *Mr. McDonald.*] I understand you to say that £5 was paid to Kemp on account of some negotiations that had been proceeding in respect to the section for the State Farm?—In connection with the Proclamation that was put over Horowhenua under the Act of 1892.

284. But you had been previously negotiating with Kemp?—So far as I was officially concerned, it was a payment under No. 11 Block.

285. I understand you to say there had been some proposition with Mr. Ballance?—I do not know what Mr. Ballance was doing. I was the proper officer to make payments, and I made this payment with a view to future negotiations.

286. Were you led to believe that Kemp would at any time be possessed of land in his own right in No. 11, so that he could sell it?—I understood there was some future action contemplated as to putting the title in a position to allow him to deal with it.

287. You clearly understood that?—The understanding was not very clear at all. I got an order to pay £5 on account of Horowhenua, and I paid it.

288. You expected at some time or other Kemp would own lands sufficient to make it worth your while to enter into negotiations with him to the extent of £5?—Yes.

289. *The Chairman.*] When did you come into office yourself in any sort of confidential position in the department?—I have always been in a confidential position, since 1873.

290. On 5th October, 1878, Mr. Lewis appears to have paid £60 *re* a dispute?—That was the time that Kawana Hunia came to town. He was arrested and brought to prison, and he got £60.

291. What did he get that £60 for?—To help him home I suppose.

292. Did the Government pay his passage back?—He got £60 as having some kind of grievance.

293. It had nothing to do with the tribe?—No; it was for himself—a sort of solatium.

294. On 31st August, 1876, Kemp supplies to the Natives £64 12s. 6d.?—He had made himself responsible for some food I suppose.

295. This is merely an account of what moneys passed through your hands?—It is an account of expenditure on the block.

296. None of these amounts are supposed to be recoverable against the Government?—Only one or two small items.

WAATA TOHU (examination continued.)

297. *Mr. McDonald.*] You say Riunga was a daughter of Puakiteao; did any of the other children of Puahiteao have a right here?—Te Riunga was here; she lived here and died here.

298. Would the sisters and brothers of Riunga have the same right as herself on the land?—I cannot say they had all the same claims, because the land is different now.

299. But at that time?—At that time it was.

300. The other children at that time would have an equal right?—Yes.

301. *Mr. Fraser.*] Presuming that Kemp in his evidence before the Commission stated this: "Section 14 I hold for those people I know of of my tribe, but not for the whole tribe; they are Tamatea, Raniera, Ngahua, and the descendants of Arahia—those are the people I hold this portion for." Would that be correct?—If Kemp had said so that would be correct, I should have nothing to say against it.

PAKI TE HUNGA examined.

302. *Mr. McDonald.*] You are in the certificate of Horowhenua?—Yes.

303. Has any land been awarded to you personally in the block?—Yes.

304. How much?—105 acres.

305. Do you know what section of Horowhenua it is in?—No; I do not know the numbers; it is on the other side of the mill from here.

306. You are one of the 106 who got 105 acres each?—I do not know how many got land, but I got it myself.

307. Do you remember when this 105 acres was awarded to you?—I do not know anything about years, months, or days.

308. Do you know when you got into the certificate of the block?—All I know is that it was at the time we were at Palmerston in your house.

309. Was that the Court of 1886?—Yes.

310. Is that all you have as yet received in the block?—Yes.

311. Have you had any rent money from this land?—No, not a copper.

312. You are leasing the 105 acres, are you not?—Yes.

313. You receive rents for that?—Yes.

314. But what you mean is that you never got any rents previously to that?—No.

315. Has any deduction been made from your rents from the 105 acres in respect of surveys?—A deduction was made for surveys.

316. Have you any further claim on the Horowhenua Block, or any part of it?—Yes; I am looking after that—I am a *bona fide* owner of land.

317. Can you tell us in which block you are making any claim outside the 105 acres?—There is no place where I have not a claim.

318. But has not all this land been allotted?—I have claims on the piece between Waiwiri and Horowhenua.

319. On which side of the railway?—On the seaward side. I have my claim from Horowhenua to Waiwiri.

320. That would be in No. 11. Do you not know that block has been awarded to Kemp and Warena?—Yes, I know that.

321. And you still claim in that block awarded to them?—Yes.

322. Then, you say, that that land is not theirs?—The land belongs to the tribe.

323. Then, what are Kemp and Warena?—In the Court at Foxton, in 1873, Kemp was a caretaker, and, in 1886, the land was divided among the tribe.

324. And Kemp and Warena got this piece?—Yes.

325. Then what are they, if you are claiming the land?—I should like the land and money to be brought before the Commission.

326. By whom?—Kemp and Hunia; and let the law divide it amongst the tribe.

327. The meaning of this is, is it not, that these two men are trustees for the people?—I do not know whether they are or not; from what I heard said, the land belongs to Kemp and Warena.

328. Then how can you expect them to bring it and lay it before this Commission?—Because they have consumed some of the money.

329. Do you say they were trustees or not?—I do not understand how they can be called caretakers of the land.

330. Are they then owners of the land?—I do not consider they own the land.

331. You think you should get some of it?—Yes.

332. Did you ever hear or know how many persons were put into the whole block in 1873?—I do not know. I never counted them.

333. Do you think all those persons have a right, as well as yourself, in No. 11?—Some of them.

334. Who is to say who has a right and who has not?—I will know if I see a list of names.

335. Have you any claim on any other part of the block?—Yes. I claim over the whole of it. There is no place I have not a claim in. I claim on the scuth side. I do not say I have a claim on the north side of the line, going up to the hills.

336. You say that is Pariri land?—Yes.

337. You do not claim in Riunga's land, then?—No; that is the reason why I do not claim any rent from Kemp on this side.

338. Do you look to Kemp for some land in No. 11?—I want the law to give it to me.

339. Do you claim any land anywhere, in any part except No. 11?—My home is there.

340. Was your home in the centre of the bush?—No, in the open. There was bush on our side.

341. Have you any claim on Block 14?—Yes; I have a claim there.

342. And that was from Pariri?—No; it was from Riunga. The land belonging to Riunga went on from there down to Ohau, and a great part was taken by the Ngatiraukawa.

343. Do you not know that piece of land was awarded to Kemp?—Who gave it to him?

344. Has it been given to him?—What I know is, that that piece was given for the descendants of Te Whatanui.

345. Have they got it?—No; the Whatanui people now are located on the block near Raumatangi.

346. Were you at the Court of 1886?—No; I did not go to the Court, but I was at the meetings.

347. Did you hear anything about No. 14 there?—No; I heard of it in the pa. I spoke to Kemp here about it at Horowhenua.

348. What did you say to Kemp?—I spoke to him about the land for the *rerewaho*, and about this piece—No. 14.

349. What did you say to him?—I said, "What are you going to do about the land for the *rerewaho*?" Kemp proposed he should take the land for the *rerewaho*, and that the *rerewaho* should have the other piece in No. 11. That made me very angry. I said, "You have devoured all the land up by your divisions of it. This is a work I will not sanction."

350. What did you say about No. 14?—I have not spoken to Kemp about it since I saw him here.

351. You did not speak to Kemp at that meeting at Horowhenua about No. 14?—No; I did not speak to him then about it. I did not know at that time which of the two blocks the Whatanui would take. It was only during his evidence in Court here I learned that the descendants of Whatanui had got No. 9.

352. How long ago was the meeting at Horowhenua?—I cannot tell how long ago it was; all the Muaupoko would know because the house was full.

353. Is it a year ago?—No, it is longer than a year.

354. Two years?—I cannot tell how many years it is.

355. Are you quite sure that at that time you did not know which piece Muaupoko were going to take—14 or 9?—I did not know at that meeting which piece had been taken by Whatanui.

356. Was that the reason you did not make any claim on either 9 or 14?—Yes.

357. Have you any interest in the *rerewahos*—No. 6?—I claim all over these lands, but I do not go to the other side.

358. It has been stated in Court, over and over again, that No. 6 was set apart for the persons omitted from the certificate of 1873?—Yes; I want a piece of land cut off for my children.

359. Do you think your children are amongst the *rerewaho*?—Ngahuaia, one of my children, was amongst them.

360. Did she leave any children?—She has five children alive, and I have seven children too.

361. With regard to No. 12, who was that awarded to?—It was given to Ihaia.

362. Have you any claim on that?—Yes; I have a claim on that; there is no portion I have not a claim in.

363. You are claiming it now?—Yes, now, in front of this Court.

364. With regard to No. 2, have you any claim on that?—Yes; I own the greater portion of it.

365. Do you not know that land was sold to the Government?—Yes.

366. Then what do you want now?—I want some of the money it was sold for.

367. Do you want anything else?—I want some of the money from Warena's sale.

368. Do you want anything more out of No. 2 besides the money?—I want the quarter-acre sections.

369. Who told you anything about these quarter-acre sections?—I heard of it before the land was being taken into Court.

370. That was in 1886?—Yes.

371. Now you are claiming money from Warena?—Yes.

372. Are you claiming any land from him?—Yes.

373. And money and land from Kemp?—Yes.

374. And the quarter-acres?—Yes.

375. *Sir W. Buller.*] You belong to Ngatipariri?—Yes.

376. Warena has been posing before the Commission as a Ngatipariri chief. Did you hear Warena claiming to be absolute owner of half the block he got in the Partition Court of 1890?—Yes; I heard him say it is his.

377. That it was given to him by the people at the Court of 1886?—Yes.

378. Do you say that is true or false?—It is not true.

379. Whose is it? It belongs to me and my hapu—Ngatipariri.

380. You have heard of the sale by Warena to the Government of 1,500 acres for a State Farm?—Yes.

381. Were you consulted about that sale?—No, never.

382. Did you approve of that sale?—No, I did not.

383. Have you heard that in respect to that sale Warena a long time after received £2,000 in cash from the Government?—Yes, I heard of it.

384. In your opinion, was that right or wrong?—I objected to it, and Wirihana and I had words about it.

385. Why did you object?—Because he did not bring the money and show it to me for the tribe.

386. It was your money then, not his?—The money belonged to my hapu.

387. But you admit it was a fair price—£4 an acre?—I do not know.

388. Did you get any share of that money at all?—No.

389. You come from Te Riunga?—Yes.

390. She is also Kemp's ancestor, is she not?—Yes; he came from the elder and I came from the younger.

391. And if Kemp says that Waiwiri was his because of his descent from Riunga, that was right?—Yes.

392. You are very friendly with Kemp—you have not had any difference with him?—No; sometimes I am very angry with him, but he has always shown a great deal of consideration for me.

393. Why have you been angry with him?—In consequence of this land trouble.

394. Have you made any claim on him for a share of the rent-money?—No; I have not asked him for any because I am on one side of the lease.

395. Kemp has not appropriated any money you think you ought to have got?—No; I should not say so; it would be wrong.

396. You think you ought to be in every part of the block now?—Yes; but if the line was made I should not go on the north side of the line.

397. *Mr. Fraser.*] You consider you have a right in every one of the divisions before the Court?—In all on the south side.

398. Were you present at the Court in 1886?—Yes; I did not go into Court; I stopped at Palmerston.

399. When did you first hear of this sale to the Government by Warena?—When the £2,000 was received.

400. You had never heard from any one that the sale was contemplated or arranged previous to the money being paid?—I do not know what they did; it must have been done in Wellington.

401. Did not Donald Fraser tell you they were going to sell 1,500 acres out of No. 11?—No, he did not.

402. You did not ask him to have a portion of No. 11 cut off for yourself?—No, I did not.

403. Then, if Donald Fraser says that, it is *korero tito*?—Yes, it is untrue. But I know what he said to me; he told me to erect a house for myself somewhere near Mr. Bartholomew's mill.

404. You said with regard to No. 11 you always understood that Kemp and Warena were trustees for the tribe?—Yes.

405. That is your opinion now?—I say now it is in the hands of the law.

406. But you understood when Warena and Kemp were put in that they were trustees?—I heard before that Wirihana wanted to put Warena into the land, but the people were not agreeable. Some time after when I had gone away and returned I heard that Warena had been put in, and Ihaia had been put into the piece on the mountains.

407. You have always looked upon them as trustees?—Yes; what I understood was that they had been put in as caretakers.

408. I am going to read you what you gave on oath in 1891, from the Court records. [Reads from Native Land Court minute-book.] Did you give that evidence in 1891?—Yes.

409. Was it true or false?—That speech was given to me for me to make.

410. But it was absolutely untrue was it not?—It was perfectly wrong.

411. Did you know it was untrue?—Yes.

412. *Sir W. Buller.*] Who gave you that false statement to make?—Donald Fraser and Wirihana.

413. *The Chairman.*] You never received any of the £6,000 purchase-money?—No.

414. *Mr. Stevens.*] Did you ever contribute anything towards the conduct of this case—the difficulty that arose with regard to survey or lawyers fees? Have you paid anything to Warena or Wirihana?—No; I had no money to give.

THURSDAY, 2ND APRIL, 1896.

DONALD FRASER examined.

1. *Mr Stevens.*] You were present at the Court at Palmerston and gave evidence?—Yes.

2. Did you hear the last witness make a statement to the effect that yourself and Wirihana Hunia had told him to say what he did say in the Native Land Court at Palmerston in 1890? His statement was that you and Wirihana had told him what to say in that Court, and what he did say there was false. Will you explain to the Commission what transpired between yourself and Paki te Hunga with regard to the case before the Court?—I never briefed any evidence for any of the witnesses on Warena's side because Mr. McDonald was specially retained by me as interpreter for Mr. Barnicoat, who was conducting the case, and he briefed all the evidence. Warena was very seldom there, only once or twice during the case, and I have no recollection of ever interfering with the briefing of the evidence of any of the witnesses. I left that entirely to Mr. McDonald.

3. Was the statement made by Paki to the effect that you told him what to say true or untrue?—It was untrue.

4. I understand that Paki said yesterday that he was not informed of the sale made to the Government by Warena of 1,500 acres. Did you have any conversation with Paki on that subject?—Yes, on several occasions; more than twelve months before the sale I told Paki that the Government, through Mr. Butler, had approached me and wanted a piece of land for a State farm. I told them it would be necessary to sell a piece to defray expenses of all these Courts in connection with this block.

5. Expenses of conducting the business as against whom?—Kemp. On more than one occasion I told him so, and he never made any bother about it. I did not do it as a matter of right, but as he was one of the men on the list that Warena handed in to Mr. Cadman of those who were to get this 3,000 acres that Warena intended to cut off for their homes. I therefore told him and Hoani Puihi.

6. Why did you think it necessary to sell a piece of land, in order to provide money to conduct the case against Kemp?—There was no other means of getting money, and the expenses had been running on.

7. Do you know where Kemp obtained his money for the purpose of paying his expenses in the matter?—He obtained £3,000 which he had in the hands of the Government, which I asked Mr. Mitchelson to retain to pay survey-fees with, and he was also obtaining money from the rents. Shortly after we took up the case he got £1,700 rent-money, that had accumulated in a lump sum.

8. *Sir W. Buller.*] When you say “conducting the business as against Kemp,” what do you mean? Was it in resisting Kemp's action for the purpose of forming a trust?—No, not at all.

9. What do you mean then?—The business was this: when we first assembled to divide the land in 1890, I did my utmost, as I stated in my former evidence, to get the matter settled out of Court, as between Kemp and myself—acting for Warena. That failed after three or four attempts, all through the fault of Kemp not coming to the point.

10. Were these attempts made before the Partition Court of 1890?—During the time it was sitting.

11. But no attempt at settlement was made before the partition came on in 1890?—No.

12. In that Partition Court it transpired that the question of a trust was discussed—whether it was a trust or private land?—That was the first I heard of the trust in Court.

13. Is it not a fact that at that time Kemp insisted that the whole of No. 11 was trust land?—No; he could not possibly have done so, because he wanted to keep 8,000 acres for himself and Warena, and give 7,000 to the people.

14. In the Court was anything said about this? Did he not allege that the land belonged to the tribe, and he and Warena were only there as caretakers?—Yes; I could not say exactly from memory what he said. It was at Judge Trimble's Court.

15. Warena alleged at that Court that No. 11 had been given to himself and Kemp absolutely, and they were entitled to have it divided: was that not so?—Those acting on his behalf said so.

16. Mr. Barnicoat argued that there was no trust at all—that the whole of it belonged to the two chiefs, to do as they pleased with?—Yes.

17. And outside, during the sitting of that Court and subsequently, attempts were made to effect a compromise, and those efforts failed?—Yes.

18. After that, you are aware that Kemp presented petitions to Parliament over and over again, alleging the trust, and asking for remedial legislation?—Yes; I know he sent certain petitions to Parliament, and so did Warena.

19. Warena sent petitions affirming that he was being wronged by the allegation of a trust?—Yes.
20. You were present during the session of 1892, when I appeared before the Native Affairs Committee and argued the question?—Yes, I think so. I have been so many times before that I cannot count them.
21. You called Aleck McDonald to prove there was no trust?—Yes.
22. That the land belonged absolutely to the two chiefs?—Yes.
23. At that time and ever since you are aware that Kemp has been continually fighting the question of trust before Parliament, and lately in the Supreme Court?—Yes. We took action against Kemp for recovery of rent in 1890, I think. It was the very first onset of the action, because it was the Supreme Court that ordered the partition of the land before they could state which were their shares. In this action in the Supreme Court there was not a single sentence mentioned about a trust.
24. It was under the reference from the Supreme Court arising out of that action that the Partition Court sat in 1890?—Yes.
25. You admit that, from that time down to the sitting of the Supreme Court in Wanganui, Kemp was continually engaged in fighting this question on behalf of the people, alleging and trying to prove a trust?—So far as I am aware, he brought up the trust there, and I think he tried to establish a trust.
26. You gave evidence in the Supreme Court denying the trust?—Yes, so far as I know.
27. And Aleck McDonald gave similar evidence?—Yes.
28. And all this time Warena has been setting up his view that the land was his own, and he had a right to do what he liked with it. You have been employed and paid by him for the purpose of affirming that there is no trust at all—that the land was given to him?—Yes.
29. You get a guinea a day and your expenses, and this has occupied some years?—Yes.
30. Those are the expenses you referred to when you told Paki it was necessary to sell part of the land?—Mr. Barnicoat's expenses were a good deal, and the expenses of the various Courts and rehearing, and part of the survey of the block and various expenses. I looked upon it as being all against Kemp. If Kemp and I had agreed, the whole expense would have been stopped. You could not fight anybody else in the case because the certificate barred anybody else.
31. It was no one's fault that the Partition Court had to sit to divide the block?—No; they both applied.
32. That would not be conducting a case against Kemp then—that was for a partition to find out how much belonged to each for the mutual benefit of both parties?—Just so.
33. But there was a rehearing applied for by Kemp on the specific ground that the Court had not inquired into the question of trust; that was his fault. He applied for a rehearing, and it took place before Judges Mair and Scannell, who said they could not go into the question of trust. The costs of that you include in this business against Kemp?—Yes.
34. The cost of the various petitions by Kemp and Warena: all that you include in the business as against Kemp?—Warena's portion of it.
35. And the rehearing Kemp got in the Supreme Court you also include?—Yes.
36. That is what you mean by saying it was necessary to sell for the purpose of paying expenses for conducting the business?—Yes; and as you are aware, whatever the case is, there are always a large number of people on both sides who will go, and somebody has to pay the expenses.
37. The whole proceedings were on Kemp's part, for affirming a trust; and on Warena's part for denying it?—Yes.
38. *Mr. McDonald.*] Like myself, you are not a lawyer?—No.
39. These negotiations of which you speak in 1890—were they before the case of No. 11 was called on in the Court, or after?—Some before, and some after the first Court.
40. That is before the case of No. 11?—Yes.
41. Do you remember that in 1890, the Court had a considerable amount of business before it, beside the question of No. 11?—Yes.
42. When you say then that the Court was sitting while negotiations were going on outside, do you mean that the Court was sitting doing other business, or that it was sitting taking the case of No. 11?—I mean the Court was sitting and going on with other business, while we were trying to arrange these negotiations about No. 11.
43. You told me you first heard the question of trust raised in the Court?—Yes, as far as my recollection carries me.
44. Did you hear the question of trust raised at all on those occasions that had preceded the Court?—No; the only indication of trust at all so far as the negotiations were concerned was this: that the people were on the land, and it was not the intention of either of the chiefs to turn the people off; that is an indication of trust.
45. The question of trust at all was raised in Court after certain negotiations had been attempted outside?—Yes.
46. Did Kemp, when he raised the question of trust in the Court, state the persons for whom he held the land in trust? Did he give any list of names for whom he proposed to hold it?—Not that I recollect; he did not give any names, but I think he said that any of those who had sold their land in No. 3 would not get any land here.
47. You stated in your evidence that previously to this he had offered to return 7,000 acres of No. 11 to some Natives or other. You, on behalf of Warena, suggested 8,000. Kemp said he was a trustee in the Court to the extent of 8,000 acres. Was that what you understood?—He did not say to what extent he was a trustee.
48. But he had immediately previously suggested 7,000 or 8,000 acres to be returned?—Yes,

49. Therefore, when he raised the question of trust, did you understand him to mean a trust to that extent, or to what?—I could not take any other meaning from it. I did not take time to go in deeply into the question of real trust, but simply as a matter of chiefs—that they would award the people something, and would not turn them off, and it was left for him to say how much he would give them.

50. Warena said he was not a trustee, but he was willing to give 8,000 acres?—Yes.

51. What did you understand, as a layman, was the precise difference in that Court between Kemp and Warena—Kemp saying, “I am a trustee,” having said he was willing to give 8,000 acres back, and Warena saying, “I am not a trustee, but I am willing to give 8,000 acres back”?—I do not think there was any difference at all.

52. Do you remember what evidence Paki te Hunga gave in 1890?—No; I could not say from memory.

53. Do you recollect that he gave the evidence in 1891 quoted by Mr. Fraser yesterday?—Yes.

54. Do you think that any Maori here—take the pick of the most intelligent—can tell really what is the meaning of this trust at all: that he understands in any sense other than that this man might give what he likes, and keep what he likes, and do what he likes?—I do not think there is really one who understands the meaning of trust; but he can put in whom he likes, or give as much or as little as he likes.

55. You have known Paki longer than I have?—Yes.

56. Do you think that Paki, in any of his evidence, either in 1890 or 1891, or before the Commission yesterday, deliberately and intentionally told a lie?—I never thought so; this is the first time that I would have doubted him.

57. Do you think it is capable of this explanation: that in 1890 he had been told about this trust business; then in 1891 he had been told they were going to give back some land, and he thought then the land was theirs, and they could give it back? Do you think it capable of an explanation, turning upon the indefinite feeling in their minds as regards this trust?—Possibly.

58. *Mr. Fraser.*] How much money went for survey, and what survey do you refer to?—The division of Block 11 into two parts.

59. What was the valuation?—A valuation was ordered by the Court. A valuation was made of each half, and he was paid for that. Kemp paid the half of that, but to my recollection Kemp has not paid half of the survey. I paid it in the first place for Warena.

60. Where there very heavy expenses in the Partition Court in 1886?—Yes.

61. The expenses to Warena and the people were very heavy?—Yes.

NEVILLE NICHOLSON, Te Aohau, examined.

62. *Mr. Stevens.*] To what tribe do you belong?—Ngatiraukawa.

63. What is your age?—I do not know.

64. You have often conducted business in the Native Land Court for members of tribes along the coast at various times?—Yes.

65. For how long have you conducted business in that way—Thirteen or fourteen years.

66. Did you know Kawana personally?—Yes.

67. Where was your first acquaintance with him?—At Rangitikei.

68. Do you remember any disturbance at Makowhai between Ngatiraukawa and Ngatiapa?—Yes.

69. How long ago?—In 1865 or 1866.

70. I am not speaking of that occasion; I am speaking of the occasion when a pa was built at the Makowhai Stream?—

71. That would be before 1865. There were several pas. Ngatiraukawa made one at Tawhiriho.

72. I am speaking of the one where a disturbance took place with respect to the mill?—That was before 1865.

73. Did you hear of Kawana Hunia at that time as being a prominent man, and taking part in all the disturbances along the coast?—Yes; we all knew he was a chief.

74. Then, after the date of the disturbance, did you hear of a house called Kupe that was built here?—Yes; I saw it. It was a house built by Kawana against the Ngatiraukawa.

76. How long did that house take to build?—It was a very large house—from 1½ to 2 chains long; it took three months or more to build.

77. Did you see that house frequently?—Yes; I saw it for a long time; from the time it commenced till it was finished.

78. While it was being built did you see Kawana at Horowhenua?—No; he was away fighting at that time.

79. Who was conducting the business with regard to the erection of that house?—Kawana and all the Muaupoko.

80. Do you remember the occasion of the burning of some houses near Waiwiri?—Yes; there were a number of houses burned. The first were at Kohotoroa.

81. Why were they burned?—It was a sign of anger from Kawana, who wished to drive the Ngatiraukawa away from the land. Kawana wanted all the land from Rangitikei to Otaki, and the Ngatiraukawa were to go to the other side of Otaki.

82. What was the opinion of Ngatiraukawa as to the status of Kawana as a chief amongst his own people—the Muaupoko?—They considered him a chief, but a very bad chief, because he had burned their houses.

83. Did they consider he was bad to his own people—the Muaupoko?—No; it was in consequence of the disturbance made by Kawana that his tribe gained possession of the land; so he was considered a good man to his people. That is my idea.

84. Do you remember the Native Land Court of 1873, which sat at Foxton?—Yes; I was present at that Court.

85. Were there many tribes assembled there?—Yes; commencing from Ngatikahungunu, right down to Wanganui, representatives of tribes were present; there might have been three thousand or four thousand Natives there.

86. Do you know why the Ngatikahungunu and the other tribes came—at whose instrumentality they were invited?—I think the Rangitane, Ngatikahungunu, and Wanganui, and Ngatiapa, and Ngatitōa came to assist the Muaupoko.

87. Who was it invited these tribes?—My idea is that they were called together by Kawana, who was opposing us. I cannot say that I heard that he had sent for them, but that is my own private impression.

88. Generally, up to that time, do you consider that Kawana took a part as prominent as Kemp in maintaining the rights of Muaupoko?—I had not seen Kemp before this Court sat. I saw him for the first time at that Court.

89. Now, with regard to the Court of 1886, do you remember the sitting of the Court at Palmerston in that year for the purpose of subdividing the land?—Yes, I was there; Kemp asked me to come with him from Wanganui to Palmerston to attend it. He brought me to cut off the 1,200 acres that we were discussing.

90. There was a subdivision made of the whole block?—Yes.

91. Were you in Court frequently, and during the most of the time that the subdivision was being made?—Yes, I was.

92. Can you remember what piece of land was cut off, or divided from the main block first? Which was the first block the Court divided?—I think the piece for the railway was the first, after that Block No. 14, and then the block for the township.

93. Can you remember why No. 14 was cut off, and why it was cut off second instead of third, or any other block?—The reason it was taken like that was that Kemp wished to settle the differences that had existed between the Ngatiraukawa and Muaupoko. The Muaupoko were there, and I was there, and my elders.

94. For what purpose was this block cut off?—It was cut off to carry out the agreement entered into between Sir Donald McLean and Kemp to end the dispute that was existing between Kawana and Ngatiraukawa.

95. That is, Kawana on behalf of Muaupoko?—Yes; the dispute that had been commenced by Kawana burning the houses of the Ngatiraukawa. McLean came up here to try and make peace. That was the end of it, the cutting off of this piece of land for them—No. 14.

96. This block having been cut off for this purpose, why did the Ngatiraukawa not accept it?—I got up and said before the Court that I would not accept this piece. I said the piece that McLean wished to give us was Raumatangi, and Judge Wilson would not listen to what I said. He said I had no status to speak before the Court. I then said, "Well, will you wait, and I will send a wire to the Government?" I sent one to Mr. Lewis, and he came up. Then Mr. Lewis asked for the agreement to be produced between McLean and Kemp, and the agreement was brought up. Then we saw that the 1,200 acres was to be given on the shores of the Horowhenua Lake. Then the Court for the first time saw where the land ought to be. Then the land was shifted away to where it is at Raumatangi—No. 9. I was contending that the boundary ought to extend to the shores of the Hokio Stream, and Kemp agreed to this, and said it ought to come within 2 chains of the bank of that stream. Kemp wanted to lay the boundary down 2 chains from the stream, and it was settled that it should be 2 chains; but when they came to survey it they surveyed a great deal further away from the stream. I went to Wellington to see the Government about it. I said that this cut out all our kaingas and our homes; and the Government advised us to see Kemp and Warena about it.

97. If it has been stated before this Commission that this 1,200 acres—No. 14—was cut off for the purpose of being given to Kemp, is this statement true or untrue?—It would be incorrect. When I first heard from Kemp in the Court that this piece was to be cut off for us, I objected then.

98. From whom did you first hear that No. 14 was to be cut off and go to Ngatiraukawa?—From Kemp. I heard him making the statement in Court. Kemp will not make any different statement to what I have just made. He will know that my statement is correct.

99. With regard to Block 11, were you in the Court when that block was cut off from the main block?—Yes.

100. Do you know what position the titles stood in for the whole of Horowhenua before that subdivision was made?—Yes.

101. What position did Kemp occupy at that time?—He was the caretaker for his people. We—the Ngatiraukawa—were under the impression that Kemp and Kawana were the caretakers of it for the people. That was after the trouble in Court in 1874. We were taken to Wellington by Sir Donald McLean, and then we found out that Kemp alone was the caretaker, and not Kawana.

102. You say that Kemp was the *kaitiaki* for the whole of the Horowhenua before that subdivision was made?—Yes.

103. At the time that No. 11 was cut off what transpired in the Court?—All I saw was that Kemp got up and addressed the Court and wanted this piece divided off for himself alone. Then Whiri-hana got up, and he said he would not consent to it. Then Mr. McDonald got up and asked for an adjournment for five or ten minutes; the Court agreed to it, and they all went outside and into a small room adjoining the Court. In about five minutes they returned again, and then I heard that the small block was to be given to Warena and Kemp, and the Court gave its decision.

104. Did the Court ask if there was any objection?—Yes; they asked, and the Assessor sitting with the Court asked several times. Judge Wilson asked if there were any objectors. There was one woman called Ngariri (Ria Hamuera) who was very angry with the Muaupoko in the Court for

not objecting, but the Muaupoko never opened their mouths. The Assessor then spoke to Muaupoko, and said he did not think "that the title was in the same position as it was from 1873 downwards." No one objected.

105. Did the Assessor explain the difference between the title given by the Court then and the former title of 1873?—The Assessor said, "You must recollect that from 1873 to this time Kemp was the caretaker of the whole land, but now the land is divided into different parts amongst the tribe, and that has done away with the former title."

106. That is, the Assessor explained to the Natives present that the former trust had ceased to exist with regard to No. 11?—The Assessor went through the different divisions and explained the whole matter, so that they would understand that Kemp's former position had come to an end.

107. Who was the Assessor?—Kahui Kararehi.

108. Do you remember the occasion of the Assessor going to Wellington and giving evidence before the Native Affairs Committee?—Yes; we travelled to Wellington together.

109. Was there any conversation between yourself and the Assessor?—He told me that he was going to Wellington to give evidence before the Committee about Horowhenua, and that he had been asked to go by Kemp, and I said, "What are you going to say when you get there?" He said he was going to state before the Committee, with regard to Subdivision 11, that Kemp and Warena had been appointed caretakers. I said, "Well, I was present at the Court and I understood it differently. I gathered from what I heard that the block was absolutely given to them. I understood from what you explained to the Natives that that was the case. I understood you to say that Kemp was no longer a caretaker," and we had an argument. I said to him, "Where are your papers? If you see them you will see it is different from what you state." He said, "Well, the papers were all burnt at my house."

110. *The Chairman.*] Can you fix the date of this conversation at all?—I think it was in 1890.

111. *Mr. Stevens.*] In what month was it?—I do not know, but Parliament was sitting at the time. We went to Wellington and returned together. I think it was in 1890, because it was close to the elections.

112. Was it near the end or the beginning of the session?—It was about the middle.

113. Had the session ended when you and the Assessor came away?—No, it had not ended. We left Kemp and others there.

114. *Sir W. Buller.*] You have told us about the first proposal to give the Whatanui No. 14; that you, as the mouthpiece of these people, objected, and that Kemp on behalf of Muaupoko agreed that you should have what you wanted—1,200 acres near Ruamatangi?—Yes; Kemp was very stiff about it until the agreement was brought up.

115. Kemp had a good deal of talk about it outside before it was settled?—Yes; I asked Kemp to come and meet the people, and we met at the Royal Hotel in Palmerston.

116. At that time had Mr. Lewis arrived?—No.

117. You say you had this *korevo* with Kemp, and that it was stiff. Was it over when Mr. Lewis arrived?—No, it was not over. It was when Mr. Lewis arrived with the agreement that we saw what the effect would be. We then saw it mentioned in the agreement that 1,300 acres were to be cut off, bounded by the Horowhenua Lake.

118. Then as soon as Kemp saw that, he agreed?—Yes.

119. Then you all agreed—you as representing the *uri* of Whatanui—to accept No. 9?—Yes; but there was a disagreement about the boundary, because if left out our own houses.

120. That was put right afterwards?—No; it has never been put right at all.

121. That is the difficult boundary—No. 9?—Yes; Sir Donald McLean told us we should have 1,300 acres, but when Kemp had it cut off it was only 1,200 acres. I wished to have the other 100 acres added to it.

122. Then the only question left unsettled was whether you would have 1,200 acres or 1,300 acres adjoining Ruamatangi?—Yes.

123. With the sole exception of the 100 acres you are claiming, the matter was absolutely settled then?—Yes, it was through me.

124. Did Mr. Lewis go to your meeting?—No, he came afterwards. When he came he and Kemp went away to have a talk, and we did not see nor hear what their conversation was about.

125. But as the result of the talk, Kemp came and told you he was satisfied?—Yes, the result of the conversation was that.

126. Then you went back to the Court and informed the Court of it?—Yes.

127. Kemp told the Court that No. 9 was to be for you?—Yes.

128. This arrangement has never since been disturbed in any way?—No; but the difficulties existed amongst ourselves with reference to the dispute over the boundary; the Government told us that we must see Kemp and Hunia and try and get it settled.

129. Did the Judge come to any of these meetings that you had out of Court?—No.

130. Then he would not know what took place between you and Kemp?—No; he only knew that we went into his presence and said it was settled.

131. *Mr. McDonald.*] I find in the minutes of the Court that "Nicholson, the half-caste, stood up in Court." Is that you?—Yes.

132. Do you remember the date of that occasion when you stood up and addressed the Court? No, I do not know the day, but it was in November, the Court was opened in November.

133. The date is given as the 25th of November; you have no reason to dispute it?—No; I dare say it is right.

134. Do you remember what you said in the Court on that occasion? I will read the note. "Nicholson wishes to know if he may see where the 1,200 acres is to be fixed, and objects to the present position." Do you think that is the substance of what you said?—Yes; I objected to this Block 14, and wanted it shifted to where it is now,

135. Are you quite positive that you had at that time been informed that No. 14 was to be for you?—Yes; everybody knew—all the Muaupoko. As far as I personally was concerned I did not object to have the land there, but my elders wanted it where their kaingas were.

136. Do you remember what the Court said? I will read it: "His application refused by the Court as he is not the owner named in the certificate"—Yes; Judge Wilson was very angry with me. He wanted to have me arrested because I wanted to speak.

137. You, personally, then did not object to the selection of 1,200 acres in No. 14?—No; I had no objection myself.

138. These meetings to which you refer as having taken place previously to this at the Royal Hotel were undeterminate in the absence of Mr. Lewis?—Yes.

139. Have you seen these minutes of 1886 since then and refreshed your memory?—No.

140. Do you remember whether Mr. Lewis had arrived when you stood up in Court?—No; I think he had not.

141. The minute says that he had?—He had not when I spoke, because I asked the Court to telegraph to Wellington, and that was the end of my speech.

142. Did you speak more than once in Court?—No, only once on this matter. I got up afterwards. After Mr. Lewis arrived I got up and said something, but I do not think that was written down.

143. With regard to the 1,300 acres, was that specified in the agreement?—Yes; that was the same number of acres that Sir Donald McLean agreed to give us when we were in Wellington.

144. *The Chairman.*] Do you say that you had ridden from Wanganui with Kemp?—Yes.

145. When was that?—Just before the Court opened at Palmerston in 1886.

146. Did you have any conversation with Kemp then about what is now Block 14?—He said, "We are going to the Court at Palmerston and we are going to have the land divided, and I am going to have the piece cut out for them, to carry out the agreement entered into between myself and Sir Donald McLean.

147. But you had no particular talk about No. 14?—No; but when we got into the Court then I found he was cutting off that piece.

148. *Mr. Fraser.*] Was there anything ever mentioned in the Court of 1886 or outside that you heard of to the effect that this special locality, No. 14, belonged to Kemp and certain of his relations?—No.

149. *Mr. McDonald.*] Do you know the names of the persons killed at Papaitonga, who were they?—Tahane and Paepae.

150. Who killed those people?—Ngatittoa and Ngatiapa.

ALEXANDER McDONALD re-examined.

151. *The Chairman.*] Since you gave your evidence, we have received certain maps from the Government. Is this map [indicated] the map that was before the Court in 1886—map marked W.D. 508?—Yes; the Muaupoko had tracings of it, which were used by them at the outside meetings, and the proposed partitions were sealed on them by the surveyors, and were afterwards transferred on to the Court plan.

152. That being so, there appears to be a mistake. If you look at Subdivision 14 you will see that it is marked on the Court map; it does not come anywhere near the Waiwiri Lake; it does not cross the railway-line, and runs a long way across the Ohau. Is that an error?—I cannot say if it is.

153. No. 14, as marked on this map, now scales 1,400 acres, but No. 6, which is marked 4,620 acres, scales on the map 600 acres less than there ought to be; but by putting No. 14 into the position it occupies in the map on the wall of the Court, it gives No. 6 its proper area?—Yes; that is either a mistake or a forgery. I have a very strong impression on my mind that if the tracing could be found the 800 acres does not cross the railway. I am certain the 1,200 acres extended at first to the Waiwiri.

154. If you look at No. 14 with a glass, you will see that it was marked 3?—Yes.

155. That has been put in afterwards?—I am sure it has. I will swear that I could not get from Mr. Lewis any statement that he would take the 1,200 acres here or there, and that the two were left up to the very last minute when the Court was going to adjourn, when I asked to have both left in the name of Kemp.

156. Do you remember the list of names you handed in to Judge Trimble's Court?—Yes.

157. We have found that, and there is a note written by the Judge on it. Do you know how it was the original list was lost?—I think that is the original list to the best of my belief. At the meetings in 1886, preceding the proceedings in the Court, it transpired that certain names had been forgotten or omitted from the list put into the Court of 1873, and much discussion took place as to who those persons were. Ultimately a list was brought up to Kemp, into the house where he and I were living, by Aparahaima Puke. It was headed with old English texting, and they numbered forty-four persons. I recollect that they were divided into males and females. I then calculated up how much land it would take to give them 105 acres each, the same as those who had been put into No. 3, and I found it would take 4,620 acres. Careful inquiry was made by myself of the Natives whether they were to have such an area, and to be treated on the same footing as the 106 who are not in No. 3, and the answer was "Yes," and we arrived at the area I have stated. I do not recollect now what became of the list, but my impression was that it was left with Kemp, and I heard no more about it, except casually when I met Kemp I would ask him when he was going to transfer the land, or some remark of that kind, until the meeting of the Court in 1890. I then inquired particularly from Kemp where the list was, and I was told by him that he had given it to Wirihana. I inquired from Wirihana, and he did not seem very sure whether he had it or not, but he sent over to Parawanui to search certain boxes

and an answer came back that it was not to be found. Then, during the same day, when the Court was still sitting—it was a long session—a chief of Rangitane called Hanita te Aweawe brought me a roll of papers, and I opened the roll, and I said, "Why this is the missing list," judging only from the character of the writing. I showed it to Kemp; but by that time I had taken employment as interpreter for Mr. Barnicoat, and, consequently, was treated as hostile by Kemp. I handed the paper in to the Court as being, to my belief, the first list, and the Court received it. I recollect that when I was actually depositing it in the Court, either Kemp or some one came rushing into the Court, and said it was not the list at all, and asked the Court not to receive it; but the Court did receive it. But I must not be understood to vouch for it as the list. But, in my opinion, it was the very identical list made in 1886.

159. You do not know whose handwriting this is?—I do not; the list was on a separate piece of paper; I should not know that to be the list I handed into Court except by that note. I have been given to understand that Aparahaima Puke has been examined before a Parliamentary Committee, and has identified it as his writing. I think it is on Mr. Marshall's authority that I say this document has been identified by him as his handwriting.

160. *Mr. Fraser.*] Subdivision 7 was cut out for Hoani Meihana, Waata Tamatea, and Te Peeti te Aweawe. Why was that so? Were they *taki kores*?—I understood them to be chiefs having a personal right in this block.

161. And they were to have no participation in any other division?—Yes.

TAMEHANA TE HOIA examined.

162. *Mr. Stevens.*] To which tribe do you belong?—Ngatiraukawa.

163. Where have you lived from the time of your infancy to the present time?—At Poutawhao.

164. Is that near the Horowhenua Block?—Yes, near the western boundary.

165. Did you know the late Te Hakeke?—Yes.

166. Who did Te Hakeke marry?—Kaewa.

167. Who was Kaewa?—She belonged to the Muaupoko.

168. To which hapu of the Muaupoko?—Ngatipariri.

169. How many children had she?—I have seen two—Kaihuna and Te Wirihana.

170. Is that the brother of Warena Hunia?—The younger brother of Hunia.

171. Where was Wirihana's permanent place of abode?—He died at Horowhenua in 1855 or 1856.

172. Where was he buried?—At Horowhenua; his burial ground is to be seen there now.

173. On which side of the stream which runs out of the Horowhenua Stream is it?—It was close to the Horowhenua Lake; on the boundary.

174. On the north side or the south side?—On the southern side.

175. On the Otaki side or on the Manawatu side of the stream?—It was close to the Muaupoko Pa.

176. But on which side of the Hokio Stream?—He is buried on the borders of the lake.

177. Do you know where Te Hakeke is buried?—At Tirotirowhitu.

178. Where is that?—On the south side of Hokio Stream.

179. When Wirihana died, what age was the present Warena Hunia?—I could not say how old he was; but he was able to run about, and he was stopping at Horowhenua.

180. Did he stop there any length of time, or was he only there on a visit?—He was staying with his uncle Hanita Kowhai. He stayed there a long time; more than three years.

181. What position did Kaewa hold in the tribe? Was she looked upon as a woman of ordinary rank and file, or as a woman of high rank amongst the Natives?—She was a great chief-tainness.

182. Do you remember the building of that house called Kupe—when it was built, and who built it?—Yes; I recollect the house, and I know who built it.

183?—Will you tell the Commission, please?—Kawana Hunia built it, and Hoani Puhi, who is here now.

184. What was the object of building this large house?—It was to seize the land from Rangitikei to Otaki.

185. By Kawana Hunia?—Yes.

186. Do you remember whether Kemp was present at the building of the house, and took any part in the disputes?—No.

187. When did Kemp's name first become prominent in connection with the Horowhenua Block?—From the time the Court sat in 1873.

188. But previously to that, who was the man who took the most prominent part in endeavouring to maintain the rights of Muaupoko?—Kawana Hunia, and his friends Puihi and Hanita Kowhai.

189. Do you know what relation Hanita Kowhai was to Kawana Hunia?—He would be an elder cousin.

190. In 1873, the Court sat in Foxton: is that not so?—Yes.

191. What tribes were present there?—Ngatikahungunu, from Wairarapa; Ngatikahungunu, from the East; Rangitane, Ngatiapa, Ngatipariri, Ngatiwhiti, Wanganui.

192. At whose instance did these tribes assemble?—At Kawana Hunia's. I did not hear this from outsiders; I heard it from Kawana Hunia himself.

193. For what purpose did these tribes come? Did they come to assist the Ngatiraukawa's claim?—They came to help Kawana Hunia.

194. Who was Kawana Hunia helping?—Muaupoko.

195. Were you in the Court at the adjudication of this block of 2,000 acres, in 1873, at the time the list of names was read over?—I was present conducting my claim.

196. Do you know whose names were most prominent before the list of names was read over?—Kawana Hunia and Major Kemp.

197. Did you ever have any conversation with Kawana Hunia after the list names was handed into the Court and accepted?—Yes.

198. What was the nature of this conversation?—Kawana Hunia said to me after the disturbance had occurred at Horowhenua, that he was very angry with Kemp for having written that he should be caretaker of the block, having got himself appointed trustee; and that was the reason Kawana Hunia returned to coerce his people, the Muaupoko. Kawana Hunia brought up 1,600 pieces of timber from Rangitikei to fence in the land, and that timber is at Hokio now. Kawana Hunia wanted to send in a claim for a rehearing to do away with Kemp's trusteeship—to remove him from the block.

199. To do away with his trusteeship and divide the land?—Yes; I am certain of this. I heard it from Kawana Hunia, and two dray-loads of timber were brought up by my young people.

200. Do you think that Kawana Hunia, from his position, was as much entitled to take the position of a trustee as Kemp?—It would have been right for him to do so.

201. After the Court of 1873, did you hear anything with regard to the proposals about the division of the land?—No.

202. With regard to the time the houses were burned, did you hear anything about that matter?—Yes.

203. At whose instance were the houses burned?—By Kawana Hunia's orders.

204. Was Kemp present at the time?—No.

205. Do you remember the occasion when Kawana Hunia was summoned?—Yes.

206. Were you in Wellington at the time Kawana Hunia's case was being tried there?—No. We sent him from Otaki, but I did not go to Wellington.

207. What position was Tahekeke supposed to occupy—the husband of Kaewa?—He was a great chief, and when the Ngatiraukawa used to go to fight in the other Island, Tahekeke went with them. When they went to Napier, Tahekeke went with them also; he stuck close by the Ngatiraukawa.

208. Do you remember Tanguru?—Yes.

209. What relation was Tanguru to Kaewa?—I do not know their genealogy.

210. Do you know who Tanguru was?—He was Kemp's father.

211. Did Tanguru live permanently at Horowhenua?—In former times he did.

212. Afterwards, what became of him?—He did not live at Horowhenua; I never saw him there.

213. Where did he go to?—To Manawatu, and probably to Wanganui.

214. Did Kaewa live permanently here?—At Horowhenua.

215. Was Kawana Hunia considered a lesser chief than his father?—The Ngatiraukawa made a great deal of Kawana Hunia because they recollected Te Hakeke, his father, the chief.

216. Do you remember when this land at Horowhenua was leased to Hector McDonald?—Yes.

217. When was it first leased to him?—The Natives leased this side first, and after some time they leased the other side. The people who used to receive the rent at that time were Hanita Kowhai and Whatanui.

218. Did they receive the rent for the whole of the land, or only for one side?—Yes, both sides. Whatanui took the rents for the south; Hanita Kowhai took the rents for the north.

219. Was there any disturbance with regard to the lease?—I know of none.

220. I mean disturbance between Ngatiraukawa and Muaupoko?—No. Whatanui had no disturbance during his lifetime, but after his death then disturbance arose.

221. Between whom?—Kawana Hunia made a disturbance, and Kupe was the outcome.

222. For what reason did he make a disturbance?—The first trouble was at Rangitikei; he wanted to seize the whole of the land.

223. When he had finished that, he came here and wished to take possession of the whole of this land, as against the Ngatiraukawa?—Yes.

224. *Sir W. Buller.*] You have told us about Tanguru, the father of Major Kemp. Do you know where he lies buried?—He was brought from Manawatu to Horowhenua after 1860.

225. You say there was a talk about the trusteeship with Major Kemp immediately after 1873?—I heard it from Kawana Hunia.

226. You heard this from Kawana Hunia soon after the Court of 1873?—A good time after.

227. But before the Division Court of 1886 you heard this?—Yes, at the time my drays were carting the wood.

228. When Kawana Hunia told you this he used the word *kaitiaki*?—He saw when he went to Wellington that Kemp's name had been brought in as caretaker, but he did not see his own there, and that was the reason that Kawana Hunia was very angry with the Muaupoko.

229. At that time you perfectly understood what *kaitiaki* meant?—I understand it means that when ten men are put into an order of the Court that they are to take care of the land for the rest of the people.

230. It was the custom of the Court to put in an explanatory word to the ten names?—Yes; but they were caretakers and the Court used to tell them that they were caretakers for the land.

231. You and Hunia at that time quite clearly understood what *kaitiaki* meant in regard to the land?—Yes; we heard it and understood it because the Court explained it to us.

232. And have you since heard the pakeha word "trustee"?—Yes.

233. And do you quite understand that it means the same as *kaitiaki*?—Now I know it.

234. *Mr. McDonald.*] You said that Hanita Kowhai drew the rents for the north side of Hokio Stream?—I heard that Hanita drew the rents from that side.

235. Whom did he get the rents from?—Hector McDonald.
 236. Was that before or after 1873?—Before.
 237. *The Chairman.*] Where was Kemp's father buried?—At Komokorau, near the sea-beach. That is the chief burying-place of the Muaupoko.
 238. *Mr. Stevens.*] Where is Kaewa buried?—At Tirotirowhiti, near the Hokino Stream.
 239. *Mr. McDonald.*] Do you know a burial-ground on this block called Owhangō?—There are only two that I know of.
 240. *Mr. Fraser.*] Did you know Rangirurupuni?—Yes.
 241. Is he dead?—Yes; but I do not know where he is buried.

HIMIONA KOWHAI examined.

242. *Mr. Stevens.*] Which tribe do you belong to?—Muaupoko.
 243. Which section of that tribe?—Ngatipariri.
 244. What was your father's name?—Hanita Kowhai.
 245. What relation was he to Kawana Hunia?—He was a distant relative.
 246. Where did Hanita Kowhai die?—He was killed at the fight at Otukuku in 1868.
 247. Do you remember Kawana Hunia?—Yes.
 248. Do you remember the Court of 1873 at Palmerston?—Yes; I was a small boy then.
 249. How old were you?—I do not know my age.
 250. Were you at that Court?—Yes.
 251. Do you remember the Court of 1886?—Yes.
 252. At Palmerston?—Yes, I was there.
 253. Were you in the Court when the subdivision of this block was being made?—Some days I was there.
 254. Were you present at any meetings which took place outside the Court when they were endeavouring to arrange the subdivisions?—Yes; some days I would be there.
 255. Were you in the Court when the first subdivision was made, when the land was taken out for the railway?—No; I heard a conversation outside about what was to be done with the land.
 256. What was to be done?—I desired from the tribe that they should give him that piece for the railway, and they assented to it.
 257. With regard to the next piece?—Kemp asked that that should be given into his hands so that he could sell it, and the moneys that he received for it were to be spent in paying for the surveys of the block. There were a certain number of quarter-acre sections in town here reserved for the Natives.
 258. Do you know whether the money was paid for the survey or not?—No, it was not. We paid for the surveys of our pieces from the rents of our land.
 259. Was that from some of the rents received from McDonald, or from other rents?—It was the rent received from land in No. 3 Block, and was nothing to do with McDonald's block. The pieces I am speaking of belonged individually to ourselves.
 260. Now we come to the quarters of which you speak. Have you received any of those quarters, or any moneys in respect to them?—No.
 261. When you gave that land to Kemp to sell, was there anything said about what was to be done with the balance of the money after paying for the survey? Supposing he had paid for the survey, was he to have the whole of the balance for himself?—He ought to have divided the money amongst those who had the quarter-acre sections.
 262. We come now to Waiwiri. When was that cut out by the Court? Was it before or after the No. 3 of which you have spoken?—I am not certain whether it was before or after, as I have forgotten.
 263. With regard to Block No. 11, do you know that block?—Yes.
 263A. To whom was that block awarded?—It was given to Kemp and to Warena.
 264. Was it proposed to put Kemp's and Warena's names in at the same time, or was one or the other of their names proposed to be put in first?—It was arranged that Kemp's name should go in alone first, and Wirihana then had Warena Hunia's name put in too. If Warena's name had not been put in, he would not have agreed to the division—he would have obstructed the making of the division.
 265. Was it understood by you that you had no interest in the land after Kemp's and Warena's names were put in?—I understood they were the head people, and if they thought fit to give me the land, it was well and good. They were the chiefs, and I thought they would be considerate to me.
 266. If they did not give you any land, would you consider that they had a right to do so, and to do as they chose with it?—I thought if they did not give me any land, that it would be equivalent to murdering me—*kohuru*—that they would be traitors.
 267. Did Warena Hunia at any time propose to give land to the people who were living on it—to the Ngatipariri?—He would have kept 3,000 acres, and another 3,000 acres he would have divided amongst the people whom he thought ought to get it.
 268. Did you ever hear of Kemp making such a proposal?—Yes; I heard Kemp say he would give the land to the people.
 268A. Supposing Warena had given the 3,000 acres, would you have considered that he had treated you unfairly?—No; I would have been satisfied.
 269. Have you ever paid Warena any money to assist in conducting the cases with regard to this land?—Yes; I gave it to Wilson.
 270. How much did you give to Wilson?—£80.

271. Supposing there had been no trouble or dispute about this block—that Warena had sold 1,500 acres to the Government, and had received all the money and used it himself, but had left the 3,000 acres he promised to the people, would you have objected to his doing that?—Personally I should have assented, but I do not know what the others would have said.

272. *Sir W. Buller.*] Do you remember giving evidence before the Native Affairs Committee in 1892?—Yes.

273. Do you remember saying then that the people had given all this land to Kemp and Warena to do what they liked with?—Yes.

274. That they had given up their houses, homes, cultivations, fishing-grounds, and burial places absolutely to those two men?—That is right.

275. And if Warena and Kemp should have then turned you out of those houses and cultivations, would that be right?—It would not have been their fault. It would have been our fault.

276. Your fault for giving them the land?—Yes.

277. Do you remember giving evidence in the Supreme Court in Wanganui in 1894?—Yes.

278. Do you remember saying then that Major Kemp wanted to give back all the land to the people?—That is what Kemp said.

279. And you told the Court what Kemp had been saying—that he was willing to give back all the land?—Perhaps I did. I know that Kemp has said so.

280. And Kemp has been saying so all through—that he would give back the land to the people, and that Warena must do the same?—Yes; but in 1886 he did not say anything of that kind. It is since then, in later times.

281. Was there any trouble at all before the case came before the Division Court in 1890?—No; there was no trouble then, because they knew how the land was held. When they began to quarrel amongst themselves the trouble commenced.

282. Then it was in the Court of 1890 that Kemp first said that all the land must go back to the people?—Yes.

283. And Warena objected and said that the whole of the land was his?—Yes.

284. And proposed having the land divided between Major Kemp and himself?—Yes.

285. You say that Warena was quite right in that?—Yes, because we gave him the land in 1886.

286. Therefore, Kemp was wrong in offering to give the land back to the tribe?—I will not say that he was wrong or right in saying so, but that is what he said.

287. Did not Kemp say, “Warena and I are simply put in as *kaitiaki*, and that the land belongs to the people”?—He did say that to the Court in 1890.

288. And that was the first time that the matter had ever come up since 1886 at all?—Yes.

289. Did you say then in the Supreme Court, Wanganui, in reply to a question whether you understood that you were giving up all this land to Warena and Kemp, “Yes; we got our division, and we understood this was for Warena and Kemp”? Then you were asked, “You gave up your father’s bones to Warena and Kemp”? and your answer was, “Yes; and they could do what they liked.” Was that true?—That was said there, but it was also said before in 1886.

290. And you say so still; and, if Kemp and Warena had gone and sold the whole of the land, and had never given you a shilling, that would have been *tika*?—It would have been our fault, on account of what we did in 1886.

291. Then, so far as they were concerned, it would have been *tika* (right)?—Yes; because they had acted on what we had done.

292. Would you have agreed to put them in if they had not been the chiefs of the tribe?—They would never have done so if they had not been chiefs. We knew they were chiefs, and we gave them the land.

293. Because you knew that, as chiefs, they would do the right thing, and give it back to you when they came to divide it?—Yes.

294. *Mr. McDonald.*] When did you first hear the distinct proposal to give back some of the land to the people?—I heard it first in 1890.

295. Were you in Palmerston yourself in 1890?—Yes.

296. Did you hear any proposal to give back some portion of this land to the people before the Court began this investigation?—No.

297. You did not hear anything outside the Court?—No; I was not paying much attention to what was said outside the Court.

298. You say you heard the proposal to return some part of this land to you in 1890?—Yes; it was in the Court I heard this in 1890.

299. Did you hear Major Kemp say who he was going to give this land back to?—I do not know to whom he was going to give it; he never mentioned the names.

300. Did you hear at the same time that Warena also proposed to give some of the land back to the people?—I did not hear it there. He said at that time that it was his own personal property, and Kemp said he was a caretaker.

301. When did you hear first from Warena that he also proposed to give some land back to the people?—In 1891, when the Court was held. I heard it outside the Court.

302. Why was not that arrangement carried out, and these pieces given back by Warena?—The reason was that the chiefs were disputing amongst themselves, and could not arrive at any arrangement.

303. Did not you think of asking them to hand over these parts, and perhaps to quarrel about the remainder?—They were only talking about this block, and not of all the blocks. If the land had been divided between the two, then perhaps it would have been done.

304. But the land was divided between the two?—That is true; but still the disturbance between them is not settled,

305. You understand maps?—Yes; I see those on the wall.
306. Do you see Block 14 (map of Horowhenua Block, 1,200-acre section, referred to)?—Yes.
307. Do you know what that piece was given back for in 1886?—Yes.
308. What for?—For the Ngatiraukawa—for Whatanui and his people.
309. Are you quite positive of that?—Yes.
310. What was No. 9 cut off for (1,191 acres)?—For the same people. That was the part first chosen upon to be given to the Ngatiraukawa. Then it was proposed to shift about—from No. 9, and put them into No. 14; to leave No. 9 in No. 11. I do not know whether they consented to take that piece or whether they dissented.
311. At the present time, do you know which piece the Ngatiraukawa are to have—whether No. 9 or No. 14?—They have got No. 9.
312. When did you learn that they had taken No. 9?—I heard it when the Court sat at Otaki.
313. Recently—within the last year?—When the Court sat at Otaki, not very long ago.
314. You do not suggest that it was intended to give both to Ngatiraukawa?—No; No. 9 was cut off in the first instance for them.
315. When you heard in the Court at Otaki that they had taken No. 9, what about No. 14?—I say that the block should be given back to us, to the people who have a right to it.
316. *Mr. McDonald.*] What I understand from your evidence is this: that, while Kemp and Warena, in respect of No. 11, were put by yourselves in the position to do you great injury, it would be a “murder” on their part, as you express it, to do it—if they did not return any of the land it would be a murder?—Yes.
317. Are you quite clear that the whole of the terms upon which No. 2 was to be sold were fully stated to the Muaupoko at the meetings in 1886?—Yes.
318. Do you know whether Muaupoko ever, at any time, agreed to Kemp holding the land upon any other terms?—No; they only gave it on one condition; it was spoken of at Palmerston.
319. Did you hear of the parchment that was signed by some of the Muaupoko, releasing Kemp from all liability with respect to moneys?—Yes.
320. Did you sign that deed?—No. [Witness interrogated as to names and families of persons, signatories to deed of release.]
321. Do you consider yourself bound in any way by that deed of release?—No; I did not assent to it.
322. *Mr. Fraser.*] Do you know Ihaia Taueki?—Yes.
323. He is too old and too dilapidated to give evidence?—I do not know; I have not seen him lately.
324. Was not Te Rangimairehau in the original certificate of those who have been put into No. 3?—Yes.
325. And Te Rangi Rurupuni?—Yes.
326. It would not be correct for one person to have his name twice in No. 3, would it?—Not according to my idea.
327. If Te Rangimairehau's name was left out of No. 3, do you not consider that it would be proper for his name to be included?—I do not know; there are a good many left out besides him.
328. Do you remember £1,000 being sent down by Kemp to Horowhenua?—Yes.
329. Did you see it distributed?—Yes.
330. As a matter of fact, was not a large amount of it distributed to people who had no right to Horowhenua?—Yes, that was the way it was done. There were some people at the time who had no claim to the land, and the money was given to them.
331. How much did you personally get?—I have forgotten.
332. Was it under £10?—I am not quite certain.
333. Since you can remember, how much have you ever received for rent or sales in connection with the whole of this block?—There has been no sale money received by me. I have received lease money, but I have never written the amounts down, and I do not know how much I received.
334. Can you give any idea at all?—I cannot give any idea.
335. Have you leased your 105 acres in No. 3?—Yes.
336. Outside of your 105 acres, what have you ever received from Kemp?—No money has ever been received by me.
337. Outside of your 105 acres, you have received neither purchase nor rent money?—I have received no sale money, but I have received lease money a long time ago.
338. I will read what you said at Wanganui, at the Supreme Court. You said that you only received money from Kemp once?—Yes; in former times we were the people who took the rents. That is all I can recollect.
339. *Sir W. Buller.*] You heard Hoani Puihi's evidence about the rents?—I was not in the Court. I was outside at the time.
340. Hoani Puihi told us about the various sums he has distributed among the Ngatipariri. Do you believe him?—Yes.
341. Have you always gone with Hoani Puihi in doing business for Ngatipariri?—Yes.
342. *Mr. Stevens.*] With regard to this money, how long ago is it since you and Hoani Puihi distributed money amongst the Ngatipariri?—It was some time ago, I cannot say when.
343. Was it since the Court sat in 1886 at Palmerston?—No, it was a long while before that.
344. Therefore, in former times you were a chief and distributor of money, but latterly you are a chief only, and had no money to distribute?—Yes; but the land now belongs to those other two, and how can I distribute money on the land I have not got?
345. You refer to Kemp and Warena?—Yes.

346. Have you ever heard of Warena receiving any money in respect of any rents from Horowhenua?—No.

347. Have you ever heard of Kemp receiving moneys in respect of them?—Yes, he is the one who is taking the money.

348. You said in reply to Mr. McDonald that No. 9 was cut off first for Ngatiraukawa?—Yes; that is the piece I heard was given to them on the side of the lake.

349. Was there a portion given to the Ngatiraukawa at the sitting of the Native Land Court, in 1873, at Foxton?—Yes, 100 acres.

350. Is that the first piece cut off to which you refer?—No questions have been asked of me about that piece.

351. Was that the first piece that was awarded to Ngatiraukawa?—Yes; that was given before any of the other pieces.

352. When the subdivision took place the railway-line was the first piece spoken of?—Yes.

353. Then afterwards the township?—Yes.

354. Then No. 14?—It may have been that or the 800 acres; I do not know; it was the first of these two.

355. If the 800 acres was third, was not No. 14 fourth?—Perhaps.

356. What was it cut off for?—It was cut off at the time for Ngatiraukawa so that they should have the other piece above.

357. They would not accept that piece, No. 14?—I thought I heard at the Otaki Court that they did not consent to that piece.

358. Then what was done afterwards, as they did not consent to have it?—It was put into Kemp's name. Sir Walter Buller is living on it. Some time afterwards it was leased to him.

359. How long after it was cut off did the Ngatiraukawa refuse to have it?—I do not know. I only knew at the Court at Otaki that they had refused this piece, and had gone to settle on No. 9.

360. Then No. 14 was cut off first, and No. 9 afterwards?—No; what I said before was that No. 9 was the piece cut off first, and No. 14 afterwards.

361. *The Chairman.*] How many acres were cut off first in No. 9?—Twelve hundred acres. That was the place that was arranged for them by Sir Donald McLean, as I have heard.

362. *Mr. Stevens.*] If No. 9 was cut off first, and Ngatiraukawa accepted it, why was the other cut off at all, and why was Ngatiraukawa's name mentioned in connection with it?—They wanted them not to have their land in No. 9, but they had the piece of 1,200 acres elsewhere. Ngatiraukawa would not have that; they were allowed to go back to No. 9.

363. You did not see them put in No. 9?—We arranged at Palmerston that they should have No. 14.

364. Was not this the fact: that, in the first instance it was settled that they were to have 1,200 acres in No. 9?—Yes.

365. It was offered to these people by Kemp in that place?—Yes, that was the first, because that was the piece that was settled for, between Sir Donald McLean and Kemp.

366. Then there was no objection made to that offer?—They wanted them to get No. 14 instead of No. 9, so that No. 9 should go back into Block 11.

367. Was there any No. 9 in existence, surveyed on the ground?—No, it was not surveyed.

368. Nor was there a map of it?—No.

369. Was that arrangement made between McLean and Kemp?—Yes.

370. Was that not long before the Division Court sat in 1886?—Yes, that was the first piece.

371. When the Court sat, did not Muaupoko say, "We will give No. 14 to Ngatiraukawa"?—Yes.

372. Then, did they accept it?—I did not know at the time whether they had assented to it or not until the Court sat at Otaki.

373. Then, after they refused to take it, is it not true that No. 9 was surveyed off for them?—They then confirmed them in No. 9.

374. Confirmed them by surveying the land and putting in pegs and allocating it properly?—Yes.

375. After No. 14 was refused by Ngatiraukawa, and it remained in the name of Kemp, do you consider that Kemp alone was entitled to it?—No; I thought if Ngatiraukawa refused that piece, then the land ought to be returned to the people to whom it belonged.

SATURDAY, 4TH APRIL, 1896.

MEIHA KEEPA'S examination continued.

1. *The Chairman.*] We do not quite understand about the 1,200 acres that you meant to give to Te Whatanui. At Sir Donald McLean's request you agreed to give to Te Whatanui 1,200 acres, in addition to the 100 acres they already got. Did you agree to give this as a chief of Muaupoko or as a private individual?—I gave it because I was a chief of Muaupoko. I was in the certificate.

2. But were you giving it out of the tribal lands as a present from the tribe or as a present from yourself?—I gave it to them myself. There was no chief of the Muaupoko who desired me to do so.

3. Then you gave it as a present from yourself?—Yes, to carry out the agreement, because it had not been then ascertained whether they were to have it.

4. *Mr. McDonald.*] Supposing the tribe had not endorsed that gift, what would have happened?—The tribe never said to me that I was not to give it, or that I was to give it. I gave it to them when I was in Wellington, and after I had given it the tribe heard of it.

5. But, supposing the tribe had not agreed when they did hear of it, what would have happened?—No one would have disputed it. It is in consequence of what you have done yourself personally that mischief has been caused, and the people have been talking about it.

6. But I did not create that mischief in 1886. If the tribe had not agreed to this, what would have happened?—They could not say anything, because it descended to me from my ancestors. It was impossible for them to disagree.

7. It was within this block of land that you were giving this land, was it not?—Yes.

8. Was not this block awarded to Muaupoko in 1873?—Their names were on the back of the paper. My name alone was in the certificate.

9. But the land was awarded to them?—Yes, it was given to them, but I was in the certificate.

10. Then, if when they heard of the gift of a portion of land which had been awarded to them, and they had disagreed, what would have happened?—They could not have objected. If there could have been any objection, it must have been suggested by you.

11. Your position, then, was that you could make any disposition of this block which pleased you?—Who could have the right to do so if I had not.

12. Could any one object to anything you did?—They have not objected to anything: it is only you. You are trying to get hold of something from me, so as to make what you said appear correct.

13. Block 11 was awarded to yourself and Warena?—It was given to me, and I put Warena in; and therein I erred.

14. Did you propose to return this land to the people?—That was my own idea entirely.

15. Will you give the list of the persons to whom you proposed to return it?—I have not made out a list of the names for No. 11.

16. It was understood before you went away to Parihaka that such a list would be furnished. When will you be prepared to hand in this list?—When my land has been given to me, I will take it into the Native Land Court, and I will cut out the persons who have no right to it. When the land comes to be dealt with in the Native Land Court, the law will cut out those who have no right to it.

17. But I understood you to say you were the prominent person who could do as you liked with this land?—Yes; it belongs to me, because the land is mine, and I am the chief of it.

18. Is it not for you to say who is to go in and who is to be left out?—I will put them out in the Court. I want it brought before the Court.

19. But I ask you to furnish this Court with the list of persons who you admit should be in No. 11?—When I have cleaned the place by sending you and your tongue out of it I shall then go to work.

20. Will you give a list of those whom you admit?—Why should I award it now before the thing is settled.

21. Are we not trying to settle this very thing?—This is not the end of it. It will go to England at last. I have told you before that I was not frightened of you, but I shall take it home to England if necessary.

22. Do you remember an answer you gave to the Ngatiraukawa chief to this effect, "I am a major. I will be a general if you do so-and-so"?—That was at Otaki. Karamama came to me at the hotel and said, "If you go to survey the land (meaning Horowhenua) you will be fired at"; and somebody also said, "If you go there guns will be fired upon you." I, in return, said, "Do not you know that my name is Major Kemp. I have gained that from my fighting in this Island, but now that you have told me you will fire upon me, I shall become a general." That was all. I said, "You will not be able to destroy this word of mine," and they were silent and went outside.

23. The meaning of this was, that it would be better for them to let the disturbance end, and to settle it at that time, than to continue it any longer?—Yes.

24. In the same way I ask you to settle this matter now, and not carry it on any further?—Your lawyer said that you would take it even to England, and I am quite agreeable. Why do you say now that we should settle it here? Do you think this will be the end of it? No; I will still contest this thing until you are beaten.

25. Well, I want to be done with it?—You can finish it if you like. Why do you say that you had finished it before, when you said you had finished, and came out and shook hands.

26. Then you will not give the list?—I will not.

27. Do you remember Mr. Lewis appearing in the Court in Palmerston in 1886?—Yes; I saw him there.

28. Have you any recollection of what he said in the Court?—I recollect some of it, but I did not write it down.

29. If you heard his evidence from the minute-book would you recognise it? It is as follows: "T. W. Lewis (sworn): I am the Under-Secretary. I know of the arrangement spoken of. I have some notes of the arrangement. It was to be a block of 4,000 acres to be cut up as town and suburban land. The intention was for town allotments, garden, and for small farms. The terms were not settled finally to see what orders in subdivision would be made. The terms were settled so far that the land would be dealt with in the best interests of all the owners. The Native Minister was satisfied of this. Examined by the Court: There is no difficulty as to its being cut up. As to what the manner was in which the land was to be cut up that was not settled until the present Court had fixed the subdivision. [Mr. Lewis reads memoranda and explains nature of arrangements.] The Court: The order is granted to Keepa te Rangihwinui for the 4,000 acres, the position to be delineated on the plan and numbered 2. Mr. Lewis, on former oath: During the time Sir Donald McLean was Native Minister there was serious difficulty and destruction of property on Horowhenua. The Government succeeded in an amicable settlement, and part of the agreement was that 1,300 acres be given to certain Natives. They paid for the survey of the whole block. Kemp on his part as a chief executed an agreement which was deposited with the Government. He made over

by this deed 1,300 acres to certain Natives. I cannot remember if the locality was expressed but the area was. I have sent an urgent wire for information on this point, and if the deed is not too long, to have the whole contents telegraphed." [Otaki minute-book 7, folios 184 and 85.]—Some of it I remember and some I do not. It was not the trouble about this land.

30. You remember the Court of 1890? Mr. Baker was your lawyer, was he not?—Yes; but he had two tongues then, and you had one of them.

31. Mr. Barnicoat was solicitor for Warena?—Yes.

32. I find in the minute-book of the Court this statement: "Mr. Baker announces, on behalf of Kemp, that Kemp and Warena and all parties are virtually agreed, and asked for adjournment to enable document to be prepared." [Book 13, folio 101, 20th February, 1890.] Which of Mr. Baker's tongues was speaking then? Was this statement right that you were nearly agreed?—That was so. I had to adjourn the Court, and negotiate outside. After we settled things, I then went into the Court.

33. Are we to take it that Mr. Baker was right in stating that it was very nearly agreed?—If you had seen my name written there as assenting to it, it would be right.

34. It was the name of your solicitor?—It was arranged between you and him.

35. Did any negotiations take place then?—Mr. Baker has got the document containing what I intended to do—a retainer.

36. Did you sign your name to it?—Yes.

37. Will you tell the Commission what the proposed arrangements outside were?—All that was arranged outside you destroyed.

38. But what was the arrangement?—What is the use of my going over it again here? It is all over. What is the use of my talking about what you have destroyed? Do you want to go back upon it? All that has been thrust on one side.

39. On the same day Mr. Barnicoat said, "That parties have agreed to divide the land, but ask for longer time to settle details. Mr. Baker makes the same application." [Book 13, folio 102, dated 20th February, 1890.] Mr. Baker, for Kemp, says, "One phase of settlement has been arrived at. It depends on the allocation. We hope to agree. Ask for further adjournment. Mr. Barnicoat also asks for adjournment till 2 o'clock. 2 p.m.: Mr. Barnicoat, at the request of both parties, asks for adjournment till 10 o'clock to-morrow. Parties are doing their best to come to settlement. Case adjourned accordingly." [Book 13, folios 142 and 144, 5th March, 1890.]—Yes, and you destroyed all that.

40. We want to know what it was that was destroyed?—What is the use of talking about what you have trampled under your feet?

41. What was the arrangement that was so nearly completed?—I will not say anything about it; it has been all thrust on one side.

42. *The Chairman.*] Was any arrangement ever come to, or was it merely a proposal? Was any definite arrangement come to?—There has been nothing settled. The matter was merely being considered.

43. Can you tell us what the proposals were which came to nothing?—They wanted to cut off a piece for Warena. I said, "Yes, but you have an agreement written out to let the land go to us and the tribe. I will give 1,000 acres." And they said, "No, that will not do." I said, "That is all I shall give as a chief." It was simply an offer of mine; it emanated from myself entirely. After some time they wanted an adjournment, and I said, "If you choose to ask for an adjournment, do so." Then I came to Wellington, and afterwards Mr. Donald Fraser was at Wellington, and Mr. Baker was there, and they asked me to come to a settlement, so that the thing could be finished. Hoani Taipua was my friend then and was with me. We went to a hotel, and when we got there Fraser commenced to speak to me. Then I said, "I will tell you what I will do. I will give 3,500 acres." The Muaupoko were not there. I was there by myself. I said, "You and Baker will settle it now. I will give 3,500 acres." Then I returned here, and Donald Fraser got the map and began to divide it up, and to cut out the eyes of the land for me and Warena. I said, "Who is going to have all the sandy part," and he said, "The Muaupoko." "Then," I said, "I will not have any agreement at all; that will be making me a slave instead of a chief. I will have nothing to do with it," and that is the reason all this came to an end. But all that was said then has gone and passed, and I have nothing more to do with it.

44. *Mr. McDonald.*] Those were the arrangements that were nearly completed on that occasion?—That was from your tongue; it had nothing to do with me, so I do not see any reason, nor do I wish you to go back and talk about those things.

45. It has been said, I think, by a witness, that there has been a proposal made to this effect: that you should take 3,500 acres, that Warena should take 3,500 acres, and the Muaupoko 8,000 acres. Who made that proposal?—What I said in Wellington was that Warena should have 3,500 acres, and myself the same, and when they began to cut out the eyes, I said, "I will not have it."

46. Was it only in consequence of the picking out of the eyes that the proposal fell to the ground?—Yes; I destroyed the agreement because they wanted to cut out the best of the land for myself and Hunia, and to give the worthless portion of it to the Muaupoko. I said, "I will have nothing to do with you because you told me I was a chief, and then you propose to go and do a thing like that."

47. Then, if the proposal had been to give the Muaupoko all the good land and yourself and Warena the sandy land, would that have satisfied you?—I wanted the thing to be divided equally. The whole was to be divided so that each should have his proportion of sandy and good land. I wanted to do the thing properly and in a generous way.

48. Your idea would have been to go from the sea in a straight line up to the hills, and so on?—That is what I wanted to do, but in consequence of your action I could not do so. I offered to do that in order to get a settlement of it.

49. You remember the proposal that was written in Wellington about the township—that they were to get certain quarter-acre sections?—That was spoken about, and Mr. Ballance did away with it.

50. Do you remember that you were to furnish the names of the persons to whom the quarter-acres were to go?—I did not furnish it.

51. Will you give a list now of those persons to whom the quarter-acres should have been returned?—No; Mr. Ballance did away with all that.

52. You have given a list of four persons that you say have a right in No. 14. Were there any more?—What I said was this, “Do you mention this piece of land to try and get into my thoughts.”

53. Are these the only persons whom you admit have a right to this land?—I said to you, “This land is mine, absolutely mine, and if I choose to put certain people in, I will put in those I choose.” I mentioned the four that I had thought of—Waata Tamatea, Ngahua, descendants of Arihia and Raniea te Whata. It rests with me, not with you, to say who is to be put in. It entirely rests with me. I mentioned these four persons who I had in my heart.

54. But are those all you have in your heart?—If in the future I think I will put in so-and-so, it is my own business; the land is mine.

55. You deny the right of any person at all, excepting those you choose?—I am not going to give you all my thoughts. The land is mine absolutely, and I planted a *tiki* on the land.

56. But not all the descendants of Riunga have an equal right to your own?—Those who I choose to let in will come in, but I am not going to tell you anything about it. All the chiefs sprang from Riunga.

57. How did you get a right to this land as a descendant of Riunga to the exclusion of the other descendants?—I know myself.

58. Will you explain how it is that you, the single descendant of Riunga, obtained the exclusive right to this land?—Some have descended from those I have named. Your people are not contained in it at all. If they had had any claim in it, they would have spoken in 1873. At the time I spoke about it, Kawana did not make any claim or give any reason for a claim to this portion.

59. A witness before the Commission gave his descent from Te Riunga?—I gave that *whaka-papa* to the Court in Palmerston—the one that Te Paki gave; afterwards he went over to you. I said, “He is a man who has a right there.”

60. A right in No. 14?—No, not in No. 14. I am going to put in those whom I choose to put in. Te Paki deserted and went over to you, because you taught him deceitful words, and all the people you have brought up here are telling lies.

61. There are certain persons claiming as descendants of Te Riunga, but you insist upon it that you have the exclusive right to the section?—None of them have come to me about it, but you have gone to them, and told them to do this. They would not have gone and spoken to you.

62. Do you claim the exclusive right to this section, Waiwiri?—Yes; it does not belong to anybody you have got.

63. Did the Muaupoko ever agree that it should be yours only?—How many have spoken to you about it? You cannot find anything else to do, and you are trying to get something out of this. Go and get what you want from your own witnesses; they can tell their lies.

64. Do you remember that you divided the people into certain classes in 1886. You put certain persons up on the hills, and put certain other persons into No. 3, giving them 105 acres each?—Yes, that was assented to by the whole. The land was proposed to be divided that way among the people on the east side of the railway. Then, there was a piece cut off for Sievwright; but, when the land came to be surveyed, the areas would not fit in, and so the surveyors took it across to the west side of the line, and, in consequence of this, No. 14 was brought up to the Waiwiri Lake. That was done without the knowledge of the Natives.

65. When did you learn that the lands had been taken across the railway?—Mr. Palmerston told me at the time of the Court.

66. Why did you put these thirty persons into No. 4?—Where else could I put them?

67. But why have they a very small portion?—They were *haunia*. Their right was less than that of those in No. 3. There was not room for them in the other lands so I put them all there. Some of them had no claim.

68. Then there is Subdivision 5 of 4 acres which was given to two persons—Tamati Taopuku and Topi Kotuku. Why did you limit those two persons to 2 acres? Was it because their right was small?—Yes.

69. Then you gave No. 7 to Waata Tamatea, Peeti te Awe-awe, and Hoani Meihana. Why did you put them up there because they are very nearly the same area?—There was not room for them elsewhere.

70. Was the right of these three persons equal to the right of those that you put on No. 3?—It was so settled by me. They had their claim and they will not say anything about it. I am here, and there is no murmuring about it.

71. Have they any right of their own to any part of the block?—They will not say anything about any claim that they may have. They will leave it to me.

72. *The Chairman.*] Apart from your own kindness to them, have they any absolute right in No. 11?—They have a claim in it, but they have left their claim entirely to me, and they will not say anything about it. They gave me 1,200 acres in the Rangitane lands, and I did not advance any claim. I had a claim there but they gave me a thousand odd acres, and they also gave me land in the Mangatainoka Block. You never saw Kawana getting any of the lands at Rangitane.

73. *Mr. McDonald.*] Do you say that this was given to you absolutely for yourself?—They knew I had no claim, and they gave me this land.

74. Did you give them this land in return for the 1,200 acres?—I gave them that before.

75. And they gave you the 1,200 acres in return for the 311 acres?—No; it is a way we have of our own.

76. With regard to No. 88, it was given to (see Horowhenua Commission list attached). Why was it given to them?—They were cousins of mine.

77. Have they the same right in No. 11 as you have?—If I consent to it, they will come into it. If I do not consent to it, and you wish them to come in, I shall not allow it. If they make any claim through you, they will not have any of it.

78. Can you absolutely dispose of No. 11 to your own people?—Yes; I can dispose of it to those to whom I choose it shall be given. Those people who you wish to get it you must get in through the Native Land Court.

79. *Mr. Stevens.*] Do you remember the occasion of the meeting at Parawanui when Kawana died there?—Yes; I know he died, and was buried, and there was a gathering,

80. Do you remember whether the corpse was kept for an unusual length of time before being buried?—No; I do not know that it was kept for an unusual time.

81. Do you know whether there was a long discussion as to whether Kawana should be buried at Horowhenua or at Parawanui?—I do not know anything that was said about it. If you can write down the names of those who were consulted you can produce it. He was buried at Rangitikei.

82. During Kawana's lifetime were not you and he very friendly?—Yes, I was on good terms with him as other people were.

83. You were more intimate than you and I would be, for instance?—Yes, we were friendly according to Native custom.

84. Did you consider Kawana of equal right to yourself as a chief?—No; he was a chief of Ngatiapa, but his chieftainship was not the same as mine.

85. Your father's name was Tanguru?—Yes.

86. Where did he live during the time you were a child?—At Manawatu. I was born there.

87. You were not born in Horowhenua?—No; I was born close to Te Weeki.

88. Were Te Hakeke and Tanguru equal chiefs?—No; Te Hakeke had only his tribe, the Ngatiapa. He was not equal to my father. Hoani was before me. He had the greatest right, but the mana came direct to my father, and descended from my father to me. He is a cousin of mine, but now he remains as a man of mine.

89. You possess the land and possess the people?—Yes.

90. Now, with regard to Block 6, when did the division of the block take place? Did you not wish to have your own name alone placed in No. 2?—I said, "Let the land be put in the name of some chief of my own people," and the tribe put my name in.

91. Why was your name alone not put in?—It was not through any request of mine. The people put my name there, and I gave the land back to them and they gave it back to me.

92. If it was the desire of the whole of the people, why was your name not put in alone?—At the time when my name was put in, we came into the Court to have this settled, and Wirihana and McDonald wrote a name on a piece of paper and threw it on the table, and that contained the name of Warena. That was how it was done. Te Kiri and Raniera said, "What is this?" and I said, "It is Warena's name." They said, "We will not have him in"; and then I said, "Let us go into a room and settle the matter, without having any disturbance in Court." When we got into that room we discussed the matter, and I said, "Let us take it back to Raniera and Taueki." Then I said, "I will put it in the name of Taueki"; but Te Kiri and Raniera said, "No; let it be as it is, with your own name in." Then I said, "We will let Warena be put in; he is a Christian, and I consent to have him in." Then Raniera and the others got angry and left. I thought at that time that his ideas were similar to mine. He was as a child of mine, and a Christian. Then I went back into the Court, and consented to his name being put in along with me. Now, I can see that in doing so I committed a great error. The tribe is not to blame for it; I alone am to blame for what I did. It is absolutely untrue that it was settled outside. It was my own personal individual act.

93. Was it not explained in the Court at the time that the land was given to you and Warena to do as you chose with?—No; if that had been so I should have put Warena outside. They never said that we were to have the land for ourselves.

94. Did the Assessor not explain the position to the people in the Court?—No.

95. Do you remember that on the occasion when this award was made of No. 11 to yourself and Warena, that Ria Hamuera stood up and spoke pretty loudly, and said she was surprised that Muaupoko should give up their land to two people; that they had given away their land, as she understood it?—I deny that. She belongs to the Ngatiapa.

96. After having made the division between yourself and Warena in the Court, why did you allow Warena to have an equal amount with you, if you only put him in because he was religious, and if his father was not of equal rank with you?—I had consideration for Warena and his brother, as orphans. It was my generosity that did it; but since they have been in, they began to boast, and to declare that they are chiefs.

97. Have you heard them say that they are greater chiefs than you?—Yes; he has said in Court that they are very great chiefs.

98. I do not wish to depreciate your position as a chief, but is not Wirihana a chief of equal rank with you?—How many thousand men has Wirihana got under him?

99. There were many thousands of men under Te Hakeke?—He has got no one under him at all.

100. Now, commencing from the year 1873, can you tell the Commission broadly how much money you have personally received on account of land leased to McDonald?—I do not know anything about 1873. The Muaupoko had the rent. It is not for you to ask me to convict myself.

101. But subsequently to 1873, how much have you received?—I gave the first to Muaupoko,

and I have given them money since. I have given all the money to Muaupoko, and they gave me back £100 on one occasion, and I returned it to them; and have had no money. They have had all the moneys, and some of them returned me some money for my work.

102. *The Chairman.*] What we want to know is, how much money have you received and handed over to Muaupoko?—I and Sir Walter Buller gave them £400 in the first instance; then they returned me £100 for my share, and I returned the £100 to them, there and then. Afterwards, they divided the money amongst themselves, and they have divided it and expended it amongst themselves. £1,000 was received by me, and I took it and gave it to the Muaupoko.

103. Was that for rent?—Some of it was, and I returned it to them; some was for timber. I have had no money.

104. *Mr. Stevens.*] That is £1,400 you have received and paid over to Muaupoko?—The moneys for other years have been taken directly by them.

105. So that all the money you have received for rent is £1,400. You have not received any more?—Yes, that is all I have received. Hoani took £100, and Noa took £300 and gave it to me, and I gave it back to them.

106. What amount have you received as rent and kept for yourself, which you did not pay to Muaupoko or any one else?—I have retained no rents myself; £400 was given to me; Hoani brought me £100, and Noa brought me £300, and that money I used for making a house.

107. Was that £400 part of the £1,400?—That was other money. I received £1,400 altogether, and that money I handed to the people. Then the people after that received the rents themselves, and brought £400 and gave it to me.

108. In what year was that?—I do not remember.

109. Was that before the Court in 1886?—Some was before, and some was after.

110. When was the £1,000 paid?—I do not know.

111. How do you know it was £1,000?—All I know was that I gave the £1,000. I made no fuss about it.

112. Was it before or after the Court of 1886 that the £1,000 was paid?—I do not know.

113. When was the last amount of money paid by you to Muaupoko? Was it before 1886 or after?—All I know is that I gave it; no money has been retained by me. The moneys they received, they received themselves.

115. Then all the money received by you on account of the rents was £1,800, £1,400 of which was handed by you to Muaupoko. Is that so?—Yes; the other years they drew the rent. No more moneys had been received by my hands than what I have already stated. They drew rents irrespective of me themselves.

116. Was there any of the rent-money paid by you for the purpose of carrying on your business with regard to the Wanganui lands?—I received 800 acres.

117. I am talking now only of rent?—I had my own money to pay for that.

118. Did you not receive some money from the Muaupoko for the purpose of paying for the conducting of your business in Wanganui?—Yes, they gave me some money. I did not ask for it. I do not call that my money.

119. Did they not give you any money out of the rents for that purpose?—What does it matter if they gave me money and I did not hand it back to them. What does it matter if they chose to give me money to pay for my troubles?

120. Then why did you not say so plainly?—The Muaupoko never said that I had kept back money to pay for my troubles. There is no use bringing these things to cause trouble. The Muaupoko never gave anything to me to cause trouble. The trouble is coming from you.

121. You did receive some of the Muaupoko rents, and expended them for the purpose of your own private land matters up the Wanganui River?—The Muaupoko gave me the money. I do not see why that question should be asked.

122. Can you give any idea of the amount of money you have expended in this way out of the Horowhenua rents?—I do not know that any money was spent. The land went to pay for it.

123. Was that 800 acres given to Sievwright and Stout, or to Sievwright alone?—I do not know. All I know is that Sievwright conducted my business. I do not know whether Stout was mixed up with it.

124. Did Warena or Wirihana make any objection to your having that 800 acres?—I did not hear so. I hear it now for the first time. The Muaupoko agreed to give me the land for the purpose. It is my tribe, and I am their chief.

125. It was also the tribe of Kawana?—No.

126. Was not Kawana Hunia a chief of Ngatipariri?—If they will say so, they will say so.

127. You do not know of your own knowledge?—I know he belonged to the Ngatiapa.

128. Did Kaewa belong to the Ngatiapa?—No.

129. Was she not a chieftainess of Muaupoko?—No; how could she be? You said that song was a song praising Hunia, but that *waiata* came from my father.

130. Was it not a *waiata* from Te Hakeke, asking his son to come and take possession of his lands?—It was through my father having slain the *kopeke* and *kaione*. It was a *waiata* recounting their deeds. Kawana Hunia's father said, "Oh, that cannot be a chief woman," then he sang this song. It was a great piece of folly recounting that the *waiata* was in favour of Te Hakeke, for it is not the case.

131. Was it not a Maori custom for the chiefs to arrange for the marriages of their children?—Yes, they used to do sometimes; but sometimes the children used not to wait, or took the law into their own hands if the young man thought the woman was very beautiful.

132. But was it not the general custom amongst the chiefs to do so?—Yes; but in the majority of instances it was settled by the beauty of the young woman's cheeks.

133. You have said that Kawana was a man of no rank, as compared with yourself?—Yes.

134. Then why did you and Kawana arrange a marriage between your daughter and his son?—My daughter ran off and married him. It was an elopement.

135. Was it not a compact entered into between Wirihana's father and you?—No; my sister and I did not agree to it, but the girl would have her own way.

136. Did not J. M. Fraser conduct your business at the Court at Palmerston?—It was after I had sent Baker about his business, when I found that he was swindling me.

137. How long did Fraser continue to act for you?—He continued working for me for some time, and after some years he left me and I went elsewhere. I and Sir Walter Buller went to Mr. Cadman. I came and said, "I have come to speak to you about Horowhenua." He took up a paper and said, "This is your letter." The letter was written by Mr. J. M. Fraser. I was very angry. It was a letter saying that I had agreed to arbitration, whereas I had never agreed to anything of the kind. It was Mr. Bell's proposal, and I said I would never consent; the only thing I would consent to was to take it before the Native Land Court. I turned to Sir Walter Buller and said, "This is destroying me altogether." I was very angry. I said, "There is one thing I like about you Mr. Cadman, that is your showing me this document." Mr. Cadman said, "I was rather surprised, because I did not think you would consent." Then Sir Walter Buller stayed to help me out of my trouble.

138. At what time was this?—I do not know.

139. Was it before your case was dealt with by the Native Affairs Committee in 1892?—I think so.

140. Did Fraser continue to perform his service for you after you discovered this letter?—No; he came to see us, but he went back to some Court at Marton.

141. Did you consider Fraser a trustworthy agent?—Yes, with the exception of this letter about the arbitration business; but I considered from that that I was in danger from him.

142. Fraser made a proposal for arbitration, and you objected to it?—No; he said I had consented to it, and that made me angry.

143. How long altogether was Fraser acting for you?—I do not know; it was longer than a month.

144. You have said you admitted Warena because he was a nice young man. Can you say why you authorised Mr. J. M. Fraser to offer Warena or Wirihana £12,000 for his individual interest in this block?—I do not know anything about that, that is another swindling thing. I never said anything of the kind.

145. But you offered 3,500 acres to Warena?—I did offer before to give that, and that came to nothing.

146. Why did you say that Warena Hunia had no right—that is, that his right was not equal to yours—if he was entitled to this consideration?—I do not know anything of the kind. What can you bring forward to prove that? Why should I have offered the £12,000? It is not so. I have never said anything to Fraser of the kind. The 3,000 acres is all right enough; but as for telling Fraser to offer £12,000, I never did anything of the kind.

147. You remember the building of Kupe?—I heard of it. I was fighting at the time.

148. That was in the seventies, was it not?—Yes; I was not here.

149. Do you know who erected the house?—The Muaupoko.

150. Was it not at the instance of Kawana?—I do not know; I was not there.

151. Do you remember where Wirihana, the brother of Kawana, died?—No; but Kawana would have nothing to do with him. He was a bad man.

152. But he was his brother?—Yes, he was a younger brother of his, but there was no affection between them.

153. Do you not know that he died at Te Wharangi?—I do not know where he died, nor anything about the house Kupe.

154. Do you know whether he is buried on the Horowhenua?—I was not here.

155. You know where Kaewa was buried. Where has her head been buried?—She was buried at Rangitikei, but her head was brought down for her father to cry over, and then it was buried.

156. According to Native custom, they took up the bones and buried them on her land?—Her bones were buried or burnt at Parawanui, and the head alone was brought here.

157. For the purpose of being buried on her own land?—Only to cry over, and when they finished it was buried. It is no use trying to lay a claim to the land by the head being brought here. It was buried at Waitawa.

158. The *waiata* had not the proper effect then? It was to have her buried at Waitawa?—No; it was made because her father lives at Waitawa.

159. But the head was buried here?—Yes, in the same way as after any one dies he is put in here.

160. Now, with regard to the moneys you have received for timber, how much have you received for the timber on the block?—First of all, I received £500, and the rent was £500, and I gave that £1,000 to the people.

161. Then it was not £1,800 you received for rent, but £1,300?—There was £400 for rent; then the other was £500, and the timber was £500. That was the money I gave. That was the £1,000 I referred to before.

162. Is that £500 all you have received in respect of timber on the block?—No, there was another £500 from the other side of the block.

163. With regard to Block No. 2, when that was cut off and put in your name was it in trust for the people or absolutely for yourself?—It was put in my name.

164. For any purpose, or to do absolutely as you wish with it?—It was given to me, and I sold it to increase the value of the surrounding lands.

165. In this agreement between you and the Government there was an undertaking whereby the Muaupoko were to have returned to them one-tenth of the land after it was sold?—Yes; that was my own idea, it did not come from the tribe. I made that proposal myself to the Government so that they could get back one quarter-acre section in every ten. The Government assented to it, and afterwards they went from it and said, "But it would not do to have the Natives mixed up in the town with Europeans." It was pointed out that Native lands surrounded the town on all sides.

166. Was it you who first spoke of these tenths to the Government?—Yes, it was me; it was not the tribe.

167. There was no meeting at which it was urged that there should be 100 acres cut out for a pa, &c. Was that all arranged by you without the knowledge of the Muaupoko?—I arranged that, not the tribe. I brought all these considerations to the tribe, and told them what I intended to do.

168. Was it not because of these inducements that were held out to the tribe that they consented to your obtaining this land to sell to the Government at a stipulated price?—I do not know about that. I know that I proposed that the land should be sold for a town. It was not from anything I said subsequently to them that they agreed to it. When I first proposed it, they agreed to it; afterwards I told them what I proposed doing.

169. At what price was it agreed to sell this land for the town?—£4 an acre.

170. Was that for the whole?—Yes.

171. With a portion to be taken out?—No; the Government would not consent to that.

172. Did you return to the Natives, and explain to them that the Government would not consent to what you proposed to do, before finally closing your bargain with the Government?—No, I did not. Mr. Ballance would not take it into consideration, and there was an end of it. I thought there was no occasion for me to say anything to the tribe.

173. So you sold the land without further consulting the tribe?—Yes.

174. Therefore, the tribe were under the impression that they were going to get reserved 400 acres, of an average value of £4?—No; they did not expect to receive the tenths. Raniera knew it, and I told it to him that he was to tell the Natives that the proposal could not be entertained.

175. Did you not complete the contract with the Government before the tribe knew that they were not to get their tenths?—Yes.

176. That was one condition on which the 4,000 acres was put into your hands by the people to sell, was it not?—It was nothing to do with the quarter-acres. The land was determined to be sold for a township, and nothing at that time was mentioned about the quarter-acres. It was subsequently that they were mentioned.

177. The people expected to get the quarter-acre sections when the land was sold?—That is what I proposed, and what I told the Natives. It was not a request from them.

178. Did you not promise to give them the quarter-acre sections?—Yes; afterwards I made an arrangement to give the quarter-acre sections to the Natives.

179. Then that was one promise you made in respect to the 4,000 acres?—First of all, the land was given in my name to be sold for a township; after it had been given to me, it was then I thought of doing this, and I told the Natives what my intentions were.

180. And made a promise to give them these tenths?—Yes; but the land had been already given to me, and nothing was at that time said about the sections. After that, I said I would give the sections.

181. Was there any other condition or promise you made to the Natives? Did you not promise that the money should go towards defraying the whole cost of the internal surveys of the block?—I forget; perhaps I did say so.

182. Is it not a fact that you promised to pay the internal surveys, and that was one reason why the land was sold? Is that true or untrue?—I have no recollection of it.

183. Who received the money for the sale of the land?—I did.

184. How much did you receive?—First of all, £500.

185. *The Chairman.*] Was that in one sum or two? Was that £300 first, and £200 afterwards?—I do not remember. I and McDonald went up about the money.

186. *Mr. Stevens.*] How much was the next sum received?—After that we had a little argument about the land, and the trouble began, which has lasted until now. I received the larger amount.

187. Did you leave any money in the hands of the Government, and if so, how much?—I did leave some with the Government, but after we began to fight about the land, I drew it from the Government.

188. Did you receive any interest from the Government on account of the balance remaining in their hands?—A small amount, which might have been £100. I do not remember the exact amount.

189. How much of the money you received on account of the township land did you pay to any of the surveyors who surveyed that land?—I did not spend any of it on the surveyors. I spent it in connection with the block—in connection with Courts, on petitions, and various other things, paying lawyers and agents, &c., and expenses of travelling and lodging.

190. Did you spend any of the money outside of any business connected with this land?—Yes, some of the money was spent in other things.

191. For your own private purposes?—Yes, for my business in other places.

192. How much was spent in that way?—I could not tell you how much; nor how much I spent in connection with Courts and various matters.

193. Did you not employ Mr. Bell on one occasion to act for you?—Mr. Mitchelson told me to go to Mr. Bell, who was the Government lawyer, and I went to him and told him what I had to say. After he heard what I had to say, he said he wanted some money, and I gave him some. Sometime after I went back again, and Mr. Bell spoke about the arbitration. I said, "No." Mr. Bell said,

“Well, if you will not do this, I shall have nothing more to do with it.” I said, “All right; if you choose to drop the thing, do so.” Then I left him and never went back.

194. How much did you pay Mr. Bell?—I think it was £105.

195. If Te Rangi Mairehau said that Mr. Bell went to Palmerston and did some business there for him, would that be true?—Yes, he did go, and was there for one day.

196. If he said that he was present when £700 was paid to Mr. Bell for his fees, would that be true?—No; it would be guesswork.

197. How much did you say Mr. Bell earned?—I think it was £105, and he did nothing for it. I think he got ten guineas for going to Palmerston.

198. If Bell said that he acted for Warena Hunia in this case and I told you, what would you say to that?—I do not know anything about it, except that he wanted to have an arbitration over it, and wanted me to select some one on one side, and the other people some one on the other.

199. When that was proposed, whose lawyer was Mr. Bell?—When I went to him first, he was my lawyer, and when he wanted to arbitrate, I would have nothing to do with it.

200. Did Mr. Bell ever speak to you as representing Warena or Wirihana?—I do not remember that he did.

201. How much was Mr. Sievwright's account?—That would be found in the land—the 800 acres.

202. Was the price of the land £4 an acre?—I do not know whether it was £4 or £3 10s.; it was arranged that he should take the 800 acres for his account.

203. For rents there was £1,300, and £1,000 for timber, and £2,800 for Sievwright's land; you received £6,000 for the township. How much money have you received in respect of Papaitonga—for either rent or sale?—I have received £10 an acre for 11 acres.

204. With regard to the mortgage, how much money did you receive as mortgagor?—£500.

205. Have you received nothing in respect of rent at all?—Yes, I have received some; I forget how much.

206. As much as £100?—I have not received £100 all at once.

207. When did you first enter into an arrangement with Sir Walter Buller to sell this little bit of land?—Some years ago.

208. Before you leased the land to him, or after?—I do not know.

209. Was it before you sold the township, or after?—Sir Walter Buller had spoken about the lease some time ago, and when he went to England he said he wanted to lease a piece of land, and I agreed. After I had promised that I would lease it to him, other Europeans came and desired me to lease it to them, but I would not do so. A great many people came to me to lease it, but I considered I was bound by what I had said to Sir Walter Buller, and when he came here, then I gave it to him. It was an old understanding.

210. You had agreed to lease it to him before he went home?—Yes.

211. With regard to No. 11, I understand you to say that one reason you objected to the proposal of Warena to make a division was because he intended to keep all the good land for himself, and give Muaupoko the bad land. Is that so?—It was when it was proposed that we should go outside the Court to settle the matter. When I went to Wellington, I proposed to take 3,500 acres. Then we came back to carry out this, and when I saw that it was intended to give the tribe the worthless part and keep the rest, I would have nothing to do with it.

212. Do you know of a proposal which was made before the Native Affairs Committee in 1892, when Sir Walter Buller was there conducting your case?—What was it?

213. Do you know of a proposal made by Warena there to give land of equal value—that they were to take it inland on parallel lines, so that all would have some sea-coast and some bush?—I remember the proposal; I did not know it was Warena's.

214. If Sir Walter Buller said so, would you believe it?—That was my proposal so as to equalise the land.

215. If this proposal was made, and Sir Walter Buller was acting for you, and Sir Walter Buller did not accept it, would he be carrying out his instructions?—I do not know that he was there.

216. You say you wished the land to be divided from the sea-coast inland, so that each got a proportion of all kinds of land?—Yes, that is true; that was what I wished to do to make the thing even; it was not the tribe that was proposing it—it was myself.

217. Did you instruct Sir Walter Buller to agree to such a division?—I do not recollect that I ever told him anything of the kind. All I said to Sir Walter Buller then was to fight and get my land; I said it then, and those are my instructions now. I have not given him any instructions about dividing the land.

218. Did you ever suggest that to Warena or Wirihana?—That was only my own idea. Donald Fraser's proposal was that all the good parts should be cut out for me, and all the worthless parts for the tribe. I said that would not be right, and then the thing was dropped, and nothing more was heard of it. I only said that because what they proposed was very wrong. If they had consented to what I said, the thing would have been ended.

219. Is it not a fact that at that time both you and Warena believed the land to be your own, and that you could do exactly as you chose with it?—No; that is wrong. Your brain must be turning.

220. You did not believe that the land belonged to you?—Have I not said that it belonged to the tribe? But your people said, “The land is the personal property of yourself and Hunia.”

221. How is it that you proposed to give Warena 3,500 acres without consulting the other Natives, if you did not believe you had the best legal right to do so?—I was the chief, and I had the mana of the land, and the right to do so. If I consented to do this, the tribe would have had no right to dissent from it. As it was not arranged, the thing fell through. Donald Fraser and

others wanted to get the Hunias only on to the land, and Warena was to have 3,500 acres himself, and all the family was to go into the rest of the block. I said, "No; it was a swindle, and I would have nothing to do with it. I should cease to be a chief: I should be a slave and a common fellow."

222. Is it not a fact that when Frazer asked you to produce the accounts with regard to rent, and all the moneys you had received, that that was the occasion on which you said that Donald Fraser was not a gentleman?—No; it was because he had disagreed with what I had proposed.

223. Up to that time, within your knowledge, had Warena received one halfpenny from Horowhenua?—I had given them money—not on their shares, but for their debts. I would not give them money, but I would give it to those who were living on the land.

224. On account of their shares, had Warena received one penny?—No; I would not give him any.

225. Was it not because you refused to render a proper account of your dealings and transactions with the Horowhenua Block that both Warena and his attorney, Donald Fraser, declined to accept the proposal you suggested?—No, that is untrue; it was because they would not accept the proposals I made them.

226. Do you reside on the land yourself?—I used to.

227. Did Wirihana not live there longer than you?—No; he was a little child then, and used to be fed by the people that looked after him.

228. Did not Hanita Kowhai bring him from Rangitikei down here for the purpose of taking the place of his uncle Wirihana, who was buried here?—No; he was given to these people to bring up in the same way that Warena was given to old Aparaima.

229. Is it not true that he was brought here for the purpose of taking the place of Wirihana, his uncle?—No; you have just told me that. They brought him, and when he was grown old enough they let him go back.

230. How many years did he remain here?—Two or three years. I do not know exactly.

231. Are you sure it was not more than two years?—No; he was brought here to be brought up by hand, and then sent back.

232. How many years did you live here personally on this land?—I came here since the fight of Horowhenua. I was here in 1840, but I had been here before that.

233. Had you or your father any cultivations here before?—Yes, at Papaitonga, and he erected his spear before that. This song was sung in consequence of the bravery of my father. Where have they got a song they can sing about their ancestor?

234. You say that Wirihana only remained here for two years?—Yes; he was two years here, and then he was allowed to go back again.

235. If it had been shown that you had been asked to render these accounts, and after having been so asked you declined to render them, would you say it was true or untrue?—I have given the accounts to Mr. Bell.

236. Did you ever give any accounts to Mr. Barnicoat?—No, it was to Mr. Bell.

237. You said you wished to give the money to the people who were resident on the land?—That is so.

238. We will say that you have received £12,000 or £14,000. How much of that have you given to the people resident on the land?—I gave them all the first rents up to 1875 or 1876; I gave them £400, and the subsequent year the Muaupoko took the rents. They drew all the money, but one year Hoani gave me £100, and Noa gave me £300. You must not consider that I have drawn all the rents for all those years. I did not; Muaupoko took them.

239. For how many years did Muaupoko draw the rents?—For about ten years.

240. For how many years did you draw them?—For five years.

241. Has the land only been leased for fifteen years?—Yes.

242. Has it not been leased from 1873 up to the present time?—No, it was leased in 1876; it is not leased now.

243. But rent is being paid?—Yes, I get £100; it was £400 before.

244. With regard to the position of yourself and Warena in the Block 11, Warena contended that the land belonged to him—that it was given to him by law and therefore it was his; you contended that he was a trustee—that you were both in the same position?—It was through me that he came into the block; but when he found himself in the block he said the land belonged to us both.

245. He was then coequal with you, according to the law?—I say no; I say the land belongs to the tribe and that we are caretakers. That is my answer to your question.

246. Did you not also say it rested with you to put in any one you chose. If you did not wish to put a person in you could reject him. Was that not in your power?—We would have an argument about it, as to who should go in and who should not.

247. Taking the list of names of those entitled to go in under the certificate of title which was issued in 1873—supposing some of those men had not acted fairly towards you, and you said, "I shall not agree to admit you"?—Te Rangi Mairehau, Heta, and Whata Horo put those names in the certificate.

248. Did not Kawana have anything to say in the matter of putting in those names?—No, but he was there. After that I said I should be put in the certificate alone.

249. You were put in with the names endorsed on the back?—Yes.

250. Then you went into the Native Land Court in 1886 and subdivided the whole 52,000 acres?—Yes, we went then and subdivided the whole of it.

251. And gave land to all those whose names were on the certificate?—Yes. After that my name was put in Block 11; the tribe put my name there, and afterwards Warena's name was put in in the Court. Te Rangi Mairehau and Te Kiri objected to his having his name in, and said, "Let not his name be put in," and then said, "Well, let us go into an adjoining room,"

252. Is it not a fact that before that Wirihana had got up and said, "I will object to the whole subdivision unless my brother's name is there"?—No.

253. Did he not say that at any of the meetings before the Court?—I never heard that he objected to my name going in alone, or insisted on Warena's going in; it is only since this matter has been brought forward this time. The first time that I heard of it was in the Partition Court. About ten of us went into this other room. I then proposed that Ihaia's name should go in, and Te Kiri and Raniera said, "We will not consent to that." Ngatahi said, "What objection have you to old Ihaia being in"? and Te Kiri said, "No, we cannot have him in."

254. Did Wirihana make any objection?—I did not hear any word of objection from him.

255. Why did it occur to you to select Warena as a co-owner with you if you say he had no right to it?—I said it out of the kindness of my heart, because, although the tribe did not agree about it, I wished to put him in because he was a Christian Native; the people knew what they were about.

256. Is it not a fact that you agreed to the proposal of Wirihana to put his brother in because his father—Kawana—was a chief of equal rank with you, and because you always spoke of Kawana as one of your great friends?—No; I did not put him in consequence of that, but from the softness of my heart for him.

257. During the Court in 1873, at Foxton, did you not speak of Rangihouhia as being the equal of yourself and Hunia, and associated Hunia's name in all cases with your own?—That was said by the lawyers. At that time I had never appeared or talked in a Court, but Hunia and the others were conversant with the usages of the Court. I had never been in a Court before, but I wanted to direct the proceedings.

258. Is it not a fact that you always looked upon Kawana as your friend, and equal always in every respect, and that Rangihouhia, who was Hunia's uncle, was the man through whom you got the greatest right that you have here?—That was an arrangement made by the lawyers for each of us to work together, so that the Court might take great notice of us. What right had Rangihouhia to the land that you should say that?

259. Therefore, by the assistance of Rangihouhia's name, you and Kawana were enabled to get this large block, as against all the other contending tribes?—I do not know.

260. Do you consider that Wirihana should have any claim there?—No, certainly not.

261. Can you tell me any persons who should have a claim there?—I shall not answer that. I have already said I will put in those whom I choose.

262. Why did you name certain persons whom you would admit as co-owners with you—namely, three persons whom you admit to have a right in No. 14?—If I choose; it is not for you to choose.

263. You have already said, "I hold the land for these people; these are the people I have arranged for"?—I did not say so; I did not say I was holding the land for those people.

264. *The Chairman.*] You said this, "I hold this land under Crown grant in my own name; but as trustee for those for whom I hold it, whose names are somewhere in existence—not for the tribe as a whole." Can you give the names of those persons?—I named those as the people I would put in when it came to the time to put them in.

265. *Mr. Stevens.*] Why is your statement to-day diametrically opposed to the statement you made in reply to Mr. McDonald on a former occasion?—This land is my own; it rests with me whom I shall put in.

266. Supposing I were to produce to you a map showing that it was Warena Hunia who made the proposal to divide Block 11, and that his proposal was exactly on the same lines as the proposal you said you had made?—That is not so.

267. *Mr. Fraser.*] Te Rangi Mairehau is one of the owners in the original certificate, is he not?—Yes.

268. In 1886 he was one of those who should have been in No. 3?—Yes.

269. Do you remember that in the year 1889 there was a Supreme Court action for the purpose of a settlement of accounts between you and Warena?—Yes, I recollect the action.

270. After the Court had dealt with that, did you make any proposal as to a settlement of the accounts?—I cannot recollect.

271. Do you remember at what time the first writing took place between yourself and Sir Walter Buller with regard to the land that he bought and the land he is leasing?—I do not know, but you will see the date on the lease.

272. Was there any agreement of any kind written before the lease was written? Was there any agreement to lease, or any receipt for money?—I do not know anything about it.

273. Do you know when the lease was signed?—I recollect signing the lease, but I do not know the day of the month, or the year.

274. Did you sign the document which Sir Walter Buller has produced—a document retaining him to act for you and other persons?—Yes.

275. When?—He can show you. I told him, "Don't forget that we have to see Mr. Edwards, and we had better see him when we visit Wellington." He said he had been to Mr. Edwards, and that everything was settled.

276. No. 14 stands in your own name alone?—Yes.

277. Are there any other persons who you think have a right in 14?—That will be for me to say.

278. Have you not already said that there are persons interested in this?—I said I would have thoughts for other people.

279. Did you not distinctly name the persons?—I have already named them.

280. Will you name them again?—Those I wish to put in I will put in; it rests with me.

281. He is not in Subdivision 3, is he—where each person got 105 acres?—No.

282. That is a mistake, is it not?—Yes.
283. If Rangi Rurupuni is in twice that is also a mistake?—Yes.
284. The case before the Court in 1873 embraced a much larger district than this block now before the Court?—Yes.
285. And Kawana was the applicant for investigation of title?—It was Ngatiraukawa's claim.
286. You do not know that he was the applicant?—No.
287. Your position was as *kaiwhakahaere* for Muaupoko?—Yes, I was spokesman.
288. Did you make any personal claim, then, to this land before the Court?—Yes, I made my claim, and described the wars and other things.
289. I will read what the Court records say of the proceedings (book 1, folio 7): "Kemp is spokesman for the tribes; he does not make any personal claim to the land"?—It was in consequence of my father's claims that we began.
290. Is that extract correct or not?—It is certainly wrong if it says I made no claim to the land and only acted as spokesman.
291. You were in those days, I suppose, better acquainted than any one else of your tribe with European customs and manners?—Yes; I knew about European customs, but had never been before a Court before. I talked before my tribe when Sir George Bowen came up.
292. Were you at the time I refer to on very good terms with Kawana?—Yes.
293. Had Kawana in any way exercised rights of ownership in connection with the block before 1873?—We all came upon the land a great many times.
294. Do you remember, previous to 1873, having some personal trouble with the descendants of Te Whatanui as to the leasing of a portion of Horowhenua?—Yes, there was some trouble, and I was the cause of the cattle being killed.
295. Did they not come to you and ask you to allow them to lease the land?—No.
296. Did the descendants of Te Whatanui not ask you to allow them to lease the land?—No; they only leased a piece to Hector McDonald at the other side of Horowhenua.
297. Did they not ask your permission before they did it?—No; they never spoke to Muaupoko or myself.
298. Did they ever speak to Hunia?—I do not know that they did; they were leasing it according to their own ideas.
299. In 1873 what did you mean by this evidence: "They—the descendants of Te Whatanui—asked Hunia and me to let them lease the land. We would not agree; then we did agree"? Is that evidence correct or incorrect?—I have no recollection of it, because Whatanui died and I never saw him. Te Whatahoro would know about it.
300. Is the evidence true or false?—I have no recollection of it.
301. Is the fact incorrect?—I should not say so, but I cannot imagine it.
302. It is incorrect then?—I will not say whether it is correct or incorrect. I have no recollection.
303. Do you know a pa called Pipiriki, in the Horowhenua Block?—Yes, I made it.
304. Who built it?—I did.
305. Did Hunia have nothing to do with it?—No, I made it. He was stopping at Kupe; he built Kupe, and I went off and built the pa at Pipiriki.
306. Did Kawana and his elders live at Pipiriki?—I and the Muaupoko built it; and after it was built Kawana came up there.
307. I will read your evidence given in 1873 on this point—you were not fighting against Hunia then: "Pipiriki is a fighting-pa built by Hunia and myself." Is that correct?—Hunia was in the pa, but I built it. It was because of his conduct that I built the pa; it was built against Hunia; it was built as a fighting-pa, but afterwards he came and stopped with us in it.
308. Is this evidence you are reported to have given, true or untrue?—What I said is true. I built the pa and I let Hunia afterwards live in it. Hunia and I were friendly and it was in consequence of that that I said what I did in Court. The conductors of the arrangements at that time said that we must all speak so as to be friendly and all tell one story.
309. There is another pa in the block called Waipata. Was not Rangihouhia the principal of that pa?—No; there were other people in the pa; he lived there.
310. Is this evidence, given in 1873, correct: "Tupaea came from Papaitonga to work at Otawhao. The ancestor of Kawana Hunia—Te Rangihouhia—drove him away and he never came back"?—Yes; they related that to me and I gave it; it was not from my own knowledge. We were all friendly together then, we never went into ancestry then, except myself.
311. As a matter of fact, when you gave that evidence you did not know whether it was true or false?—I had heard it from them; they told me to say this, that, and the other.
312. Did they tell anybody else that you know to give certain evidence?—No; I was to be spokesman to decide upon the matter.
313. Do you know a lady of some importance named Kiri Totara?—Yes; I put her up to give evidence.
314. I will read you a portion of her evidence in 1873: "Waipata is an ancient fighting-pa of our ancestors, and Kemp and Hunia have lived there." Is that correct?—Yes, that is all very well; but Hunia did not live there.
315. Then she said that, but it was untrue?—Hunia did not live there; but he went and lived there afterwards.
316. You were friendly with Hunia at that time, and put Kiri up to give this evidence?—Yes, I put her up to talk; there was no one else there to talk. I put Inia up also.
317. Here is another extract from Kiri's evidence: "Pipiriki is the pa of Kemp and Hunia"?—That was our friendly way of putting it. Hunia stopped away at Kupe, and I and the Muaupoko went and built the pa at Pipiriki.

318. In 1886, which division was cut off first, No. 14 or No. 7?—I will explain. Sir Donald McLean and I had an agreement about some land to be given, but it was not decided where it was to be; but when it came to the time when I subdivided the land I cut off No. 14. I did not know the numbers at that time. This was inside of the railway-line. Then afterwards, it was found that the surveyors brought it right up to the lake. Hari Pomare and his sister heard of this, and they said, "We hear this piece has been cut off for us, but we do not want it here; we want it to be given to us alongside of the 100 acres we have got further up." Then it was cut off. Then Mr. Lewis came down, and this is the piece that was given to them. It was brought into Court, and put under my name.

319. So No. 14 was cut off first?—Yes.

320. It has been stated by a witness that No. 14 was cut off in the first instance for you personally, not for the descendants of Te Whatanui?—It was cut off first for the descendants of Te Whatanui; then I afterwards gave them the other piece, and the Court gave me this piece.

321. When was it that you first knew that it was settled that Te Whatanui was going to take No. 9?—It was put in the Court, and passed in the Court for them in 1886.

322. Did you know in 1890, that the descendants of Te Whatanui had taken subdivision No. 9?—It was given to them in the Court, and my name was written there; they wanted me to have my name in it so as to give it over to them. Afterwards, Pomare wanted me to give him a piece of No. 14. I said, "If you give me a part of No. 9, I will give you part of No. 14;" they were too far from the railway.

323. Now I will read you your evidence in 1890: "No. 14 is for the descendents of Te Whatanui; it is not for me alone. As to No. 9 subdivision, I shall see that the tribe do not suffer." Is that correct?—I was telling my thoughts to my own people. I said it, but I never meant that all the other people should have a say in it; only myself.

324. At the subdivision in 1886, you said that all the divisions were cut off east of the railway line?—Yes; but they found they could not get all the areas in, and went to the west.

325. When all the divisions were on the east of the line, what was on the west?—That was all one block—intact.

326. At that time No. 14 was on the east of the line?—Yes.

327. Were there any ancestral or hapu internal divisions within these block boundaries?—There were boundaries, because Puke said he had a boundary according to his own idea, but we did not know anything about it.

328. Tell us what you know?—The boundary is between an elder and younger brother.

329. Were there hapu or ancestral boundaries between?—There were hapu boundaries.

330. I want to know where these hapu boundaries were?—What do you want to know for? Is this the end of the trouble? Is it for me to give the history of the block now.

331. Give me the hapu divisions or boundaries?—The Ngaraus.

331A. I shall be quite satisfied if you will only say that you refuse to answer my question. I will not answer your question.

332. In answer to Mr. Stevens you said to-day that you had returned £1,000 to the tribe—£500 representing timber—and that that £1,000 of rent you gave to the people?—Yes, and there are other moneys which I cannot tell you about.

333. Did you get that from Mr. Bartholomew?—Yes.

334. And it was for timber rights over No. 3, was it not?—Yes.

335. In which your name does not appear?—No.

336. Do you know who received that £1,000?—Yes, it was paid to the Muaupoko.

337. Now it has been said by one of the recipients that a large part was given to people who had no right to the land. Do you know from your personal knowledge if that is true?—They will have to tell me that first.

338. Now we will come to No. 2. With regard to the £6,000 you got, when you received that money was it not clearly understood between yourselves and tribe, and between yourself and the Government, that you were to pay the internal surveys of this block out of it?—I do not understand it, I have forgotten it.

339. To refresh your memory I will read you what you said in 1890: "I was to have paid for the survey out of this money." Is that correct?—Yes.

340. Previous to 1890, what expenses had you incurred on behalf of the tribe in connection with this block?—It was about that time we began to get into a mess.

341. But previous to that, before you began to get into a mess?—I do not remember. In reference to 1890, I cannot say what amounts I had incurred on behalf of the tribe, on account of this block.

342. Yet at that time you had received £3,000 from the Government, in connection with No. 2 for the township?—I do not think it was that. If you will speak to Mr. McDonald, he will know.

343. But if you stated in 1890, in the Court, that up to that day you had received £3,000, that would be correct?—Yes, if I did say so. I do not recollect it.

344. And you cannot inform this Commission what amounts you had expended on behalf of the tribe previous to that day?—No, I could not.

345. You got that £3,000, did you not, yourself?—I cannot say. You must look into the papers.

346. Did the tribe tell you to get the money, or any part of it?—The tribe never uttered a word to me about the money.

347. I am going to read to you your evidence in 1890: "I sold No. 2 subdivision to the Government for £6,000. I was in want of money. This money was for the tribe. I and Wirihana had the money. Wirihana had £200. I have received £2,800. I have expended as much on the tribe,

and I kept this money as repayment. The tribe told me to keep this money. This was after the subdivision. There was no meeting. I shall let the £3,000 balance now in the bank be distributed amongst my own people." That is your evidence in 1890. Is it correct?—Yes, I said so.

348. What did you get as a *quid pro quo* for the shares in the railway?—I got some shares that they gave me. I said then, that if I had any money I would build the railway, as far as that was concerned, and hand it over to them. As I had no money, I gave you the land.

349. After that they gave you some shares. How many shares?—They said, "You had better have some shares in the railway." But, in the first instance, I gave them the land for nothing.

350. How many shares did you get?—They gave me some seventy odd shares, but after that I had an arrangement with Aleck McDonald about it. I told him I did not understand what the meaning of these shares was. I did not know what they meant, and he stood up in Court and spoke to Wilson about it. Then I sent for Mr. Baker, and then he talked about it. Then I was told what the shares represented; but I have forgotten what it was. I took the shares.

351. Are those shares in your name now?—You can ask the railway people.

352. *The Chairman.*] Have you anything to show for them?—I have got them.

353. *Mr. Fraser.*] You spoke a moment ago about a deed of release the Natives gave to you. Who first suggested having that drawn up, and approaching the tribe?—I spoke about it to Sir Walter Buller.

354. What did you say to him?—It was in consequence of what McDonald and others were saying that I spoke to him about the release; they were accusing me of treachery.

355. What did you propose. Was it not that, as you had been accused of treachery, it would be a very good thing to get a release from the Natives?—McDonald was all the time saying, "By-and-by I shall put you down." Therefore, I thought it best to get a deed drawn up; I thought it best to go to Sir Walter Buller and speak about it. I looked at it as a means of being saved from trouble. The tribe never said anything about it to me; but it was brought about by the action of McDonald and others who wished to destroy me.

356. What was it you said about the deed of release?—I spoke to Sir Walter Buller about writing out something to take before the tribe.

357. Did you yourself say anything to the tribe about this?—Yes; you will see what is in the paper. I did not write down what I said.

358. Do you not remember what you said to the tribe?—I spoke to Raniera about it in Wellington.

359. You did not come to Horowhenua to speak to the Natives at all?—I did not come down here to induce Muaupoko to say anything at all. But Wirihana and others used to come down to see what they could glean.

360. You did not accompany Sir Walter Buller when the signatures were taken?—No; they wrote it here; it was read out and I believe they signed it.

361. You understand from the signing of that deed that you are not responsible to any individuals who signed it for any money received by you in connection with this block?—The people of the tribe had never made any accusation against me. The accusation was first of all invented by the Europeans, and afterwards repeated in the Supreme Court. You can ask them whether they have; they never said anything to me about it.

362. Have you ever seen this document?—Yes, I have read it; it was in my possession, and I gave it up for the Supreme Court action.

363. With regard to Subdivision 7, you remember Hoani Meihana, Peeti te Aweawe, and Waata Tamatea were in it?—Why did you cut off that division for them?—Because there was no room for them to go in the other part.

364. Why did you make it a separate division instead of making it all in No. 3?—They were not crying over it; they were not angry with me about it.

365. These three have no "occupatory" rights in Horowhenua, have they?—They had a claim but not a residential claim; it was an ancestral claim.

366. With regard to No. 14, when you leased that to Sir Walter Buller, did you tell him that you were a trustee in that block?—I never said to him that I was a trustee. I had already applied for a Crown grant for it.

367. Did you tell him it was for you to say what other persons were to be put in No. 14?—I did not say anything of that nature to him.

368. In fact, you never by any suggestion, intimated to him that you were anything but the absolute owner of No. 14?—No.

369. But all the time you knew you were in this block representing others?—No; I knew the land was mine; I am not a trustee for the whole of them in the block. It is a Crown grant, and I hold it; it is Crown-granted to me, and if I choose to let others in I can.

370. You are exactly in the same position as you are in No. 11?—This is what I said in Court. I said, "I have been a great many years holding the heads of the tribe under my hand, and this is the day I lift up their heads over this land. If they hold on to this land they shall have Block 11, and if they sell this land they shall not come into No. 11. I did not keep within my breast what I thought, but I spoke the whole thing out in Court. That was the feeling of my heart and what I said. You must not think it is what the tribe said; it is what I said to the tribe.

371. You say you were alone in No. 14, and it is Crown-granted to you, and that you are in No. 11, and it is Crown-granted to you: are you in the same position in both blocks?—No, I am not.

372. You are the same in No. 14 as in No. 6?—Yes, that is quite right; that was my land, and I gave it to the *rerewaho*.

373. Was No. 6 for yourself alone?—I cut it off on purpose for the *rerewaho*.

374. And you cut off No. 14 absolutely for yourself alone?—If I said it would be for myself the land is mine.

375. Did you in 1886 cut it off for yourself alone?—If I had done so it would be mine. It is my land. If I give anything to any one it would be to those whom I choose.

376. Did you in 1886 cut off No. 14 for yourself alone?—I have already said before Parliament that I shall put into that block whom I choose.

377. Did you in 1886 cut it off for yourself alone? I mean to have an answer, "Yes" or "No"?—It is my land, and I have the Crown grant for it.

378. Did you in 1886 cut it off for yourself alone?—Yes; and if I had chosen to cut off a larger piece I should have been justified in doing so.

379. You were awarded No. 10 in 1886 in your own name absolutely for yourself?—Yes; or how could I have sold it?

380. Do you remember in 1886 applying to the Government to remove the Proclamation from No. 10 to allow you to sell it to Sievwright?—Yes, I did.

381. And the Government removed it by *Gazette*?—Yes.

382. You say there is a distinction between No. 11 and No. 14 in your position. Is it not for you to say who shall go into No. 11?—No; it is for the Court, after they have seen whether those making a claim have a claim or not.

383. Previous to the Supreme Court, was it not for you to say who was to go into No. 11?—The land in No. 11 was not for the whole of the tribe, but only for the residential people. I told them that in Court.

384. Can you give the Commission any idea of the extent of the Muaupoko kaingas in No. 11?—I have already spoken about that in the Courts I have been hitherto.

385. Yes; but can you give this Commission any idea as to the extent of their cultivations, their kaingas?—The land that has been subdivided is forest land, but their cultivations extend all over the block. I took the Court on to the lands to see their kaingas. The land has been cultivated by them for generations past. This bush was not settled upon by them, but they used it to get *hinau* berries, and birds, &c.

386. With regard to No. 6, you remember giving in a list of forty-four persons, representing the *rerewahos* to the Court in 1886?—No.

387. Did you never mention that you put in a list of forty-four persons?—Not a word was spoken about it, but the actual list was not given in. It was our enemies who gave in the list—not I. The list has been made up since we commenced to quarrel.

388. You positively swear now that you never informed the Court that there were forty-four persons who were to be put into this block?—I said so; I said that before; I did not hand in the list; it has been handed in by my enemies since.

389. As far as you know, the number of persons entitled to this is forty-four?—That is what I think.

390. *The Chairman.*]—If your memory will serve, tell us some more about this money that you got for the township. You have told Mr. Fraser and everybody else that you could not remember how you divided up the £3,000 you received. Do you remember receiving £150 for the interest that was owing to you?—Yes, I do remember receiving some, but I could not state the exact sum.

391. You got first £300, then £200, then £2,500?—Yes, that is right.

392. After that, there was interest owing, and that came to £150. Can you tell us now what you did with that £150?—I took that money. I gave £100 to pay Wirihana's debts at Palmerston; I gave it to some policeman for him; the other £50 I kept for myself.

393. Now, with regard to the £2,500, were not the bailiffs after the Hunias for some debts about this time, and did you not give them money to help them pay their debts?—Yes.

394. You said to-day that Hunia only got £200. Is that quite right?—That is not correct. I gave him £100 in Wellington. When he came to Wanganui I gave him another £100, and when some of Wirihana's land went before the Court I gave him another £100. Then his horses were seized, and I think I paid £36 for them. As for Warena's troubles, he sent me a telegram to Wanganui to pay for his debts, and I sent him by wire £70; that was to get them out of their troubles. When afterwards he came to Wellington, he spoke to me again about his debts, and I gave him £100, and then afterwards, when he came to get more money, I knew he was playing false with me, and then commenced the trouble.

395. Those are the sums so far as you remember that Hunia got?—Yes; there are other moneys that I cannot recollect.

396. Next I find in 1890 on the 7th May, you received £2,000 more on account of the purchase by the Government. Can you give me any information about what you did with that?—That has been spent in the Courts, and in going to Wellington.

397. Then in 1891 you received £1,000. What became of that?—That was spent for lawyers, and Courts, and lodging, and so forth.

398. All in connection with the different Court cases?—Yes; and I had to go to Wellington several times about the title, so there was expense in that way.

399. There was one more payment of £60 given to you as interest. What became of that?—That was paid in the same way.

400. With regard to the purchase of the township, towards the end of 1886, for the last half of the year—between June and December—you were talking to the Government about selling them this land, and had made certain proposals to them. The evidence shows that you had the full concurrence of the tribe in making the offer you had—that the tribe agreed to your selling the land with the tenths taken off, and so on; but in December you knew the Government would not agree to buy it on the terms you offered. In June, 1887, you sold the land to the Government on the terms which were actually agreed to; those terms were not the same as the first

ones, Mr. Ballance having put aside the conditions which the tribe had agreed to. Why did you not speak to the tribe when you knew the conditions had been swept away before selling the land?—I thought there was no occasion for me to explain, because I had spoken to Mr. Ballance again about it, and I considered it was left to my own disposal. Mr. Ballance said, “Do not let us finish our conversation until the time of the agreement with the company is up, lest the company should take the land.” After that term of days had expired, we spoke about the sale, and then he said we must throw all the quarter-acre business out. I did not say anything to the tribe about it.

401. With regard to the men who were “pataka’d” up in the hills, supposing you were dividing the land again, do you think they have had their full share, or ought they to have any more—taking No. 4 first?—I would not give the thirty any more.

402. With regard to No. 7?—I would give those three more.

403. Ought they to have received 105 acres, as the men in No. 3 did?—Yes, they ought to receive the same; they are chief men.

404. Then, with regard to No. 8?—Those two have no claim.

405. Do you say that you would give those in No. 4 more, out of the kindness of your heart, or because they would have a right as members of the tribe?—It would be through my kindness, and not from any claim they had. I should give those in No. 7 more land, because they had a right, as members of the tribe.

406. With regard to the four-acre block?—They are dead, and have no descendants. I am a very distant relative of those people, and they have other distant relatives also.

407. With regard to No. 12, does Ihaia Taueki hold that in his own right absolutely, or as a caretaker?—If I say to him he is to have it in his own right, he will have it; and if I say it is to be divided, it will be divided.

408. You are the man who is to say?—Yes; if other people were to ask me, I should not do it.

TUESDAY, 7TH APRIL, 1896.

1. *Mr. Marshall.*] I understand in respect of No. 6, that you admit it was originally arranged that there should be forty-four owners in that block?—Yes.

2. And you deny that the list attached to the file of papers is a correct one—the one handed in by Mr. McDonald to Judge Trimble?—I told you before that I had nothing to do with that list of names.

3. Who acted as your clerk at the time of the sitting of the Court?—I divided off that block. The tribe had nothing to do with it. Mr. Palmerston acted as clerk.

4. What position did Aparihama Puke take there?—I had no one acting for me.

5. Was the list of forty-four names made out and put on paper?—That was my thought; I do not know that it was made out. If I had seen it, I should have taken it into Court.

6. Did you never see the list of forty-four names?—No; I saw no list of names until the trouble commenced.

7. When?—At the time I and Mr. McDonald quarrelled about it.

8. Did you yourself make out a list of forty-four names?—No, I wrote nothing at all, and I never gave any paper.

9. Then how do you know that there were forty-four names in the block?—I knew there were more than forty people entitled to it, according to my idea; more than forty had been left out.

10. How do you know that?—The Muaupoko people were here and others with them.

11. But how did you know that forty or more were left out?—I did not know, but I thought it would be thereabouts. It was not as if the tribe had to arrange that; I had to arrange it personally. If the tribe had had to do it, they would not have given them any land.

12. What is the area of No. 6?—I forget what number of acres there are.

13. Is it not 4,620 acres?—Yes, I suppose that is right.

14. Are you also aware that it was intended that those who were left out of the title were to have 105 acres each?—Yes.

15. Yet you say the forty-four names were never committed to paper?—I did not see them.

16. You swear positively that you have never seen the list that Mr. McDonald referred to before it was handed into the Court in 1886?—No.

17. What was Aparihama Puke doing at the Court in 1886? How was he engaged?—I do not know.

18. Did he prepare any list at all, to your knowledge?—I do not know.

19. Did you see him writing there?—Yes.

20. Who was the writing for?—The tribe may have ordered him to write.

21. If he says that he wrote the forty-four names to your dictation, is that incorrect?—If that was so, why did he not give it to me that I might hand it into Court? If it had been written I should have handed it into Court.

22. Then it would be incorrect for him to say so?—I have said that I know nothing about it.

23. Have you received any moneys for the sale of timber on Block 6?—You can look at the papers. I do not keep papers.

24. I understand there were two or three of the tribe appointed to receive the moneys from that block?—I did not appoint any.

25. But you have heard there were three appointed to receive the money?—Afterwards, I heard that you were appointed and I was appointed, and some one else was appointed.

26. Mr. Edwards, the solicitor in Wellington?—Yes.

27. But prior to that were not three appointed out of the tribe to hold the moneys from that block?—I do not know.

28. Have you yourself received any money for the sale of timber on that block?—I have had so much business and trouble about it that I cannot say whether I received any money or not.

29. Did you hear who these three were?—I am not quite certain.

30. When it was decided to open an account in the names of Mr. Edwards, myself, and yourself, why were no moneys ever paid into that account?—I do not know where the moneys are.

31. *Mr. Morison.*] Do you remember giving evidence before the Chief Judge and Judge Butler at Otaki last year in the Appellate Court?—Yes.

32. During that evidence you referred to the sacred promise between Taueki and Te Whatanui. Was there any mention of the boundaries of certain lands given by Taueki to Te Whatanui at that time?—Yes; but that was a piece of land that was conquered by the Ngatiraukawa, and they upheld their claim by conquest.

33. I wish to remind you of something. Was not that Court a contest between the descendants of Pomara and Hitau?—I do not remember saying so. What I said was this: that it would rest with Pomara to have consideration for the children of Hitau. It was not Hitau's land by ancestry.

34. But did you not know that the contest at Otaki before the Appellate Court was between the descendants of Pomara and Hitau?—Yes; it was about Te Whatanui.

35. You remember being subpoenaed to attend that Court?—Yes.

36. You were called by Mr. Baldwin or Mr. Davis?—I did not know that he called me. I thought it was your side.

37. You gave evidence and were examined by Mr. Baldwin?—Yes.

38. Do you not remember stating the boundaries that were laid down by Taueki to Te Whatanui?—I did not lay down any boundary. I mentioned a boundary, but I do not adhere to that.

39. Did you not tell the Appellate Court that you had suppressed these boundaries before the Court in 1873, because the Ngatiraukawa and you were fighting?—I had some boundaries in my own thoughts, but I did not mention those boundaries. I did not mention any boundaries. I said, "What Sir Donald McLean and I have arranged that is to be." And that was the end of it.

40. I am now referring to what you told the Court at Otaki. Did you not tell the Court that you suppressed the boundaries in 1873, because you were fighting the Ngatiraukawa?—Yes, that was for the whole of the land.

41. Do you not remember telling the Chief Judge and Judge Butler at Otaki that you hid the boundaries of Taueki's land in 1873, because you were then fighting the Ngatiraukawa?—I was asked, "Why did you not tell the boundaries in 1873?" At that time the Ngatiraukawa set up a claim and said that they conquered the land.

42. Did you not tell the Court that the Ngatiraukawa had a rope round your neck and were trying to hang you, and that was the reason you suppressed the evidence in 1873?—Yes, because they were trying to take away my land. They were trying to claim the whole of the land by conquest, and I did away with that claim of theirs.

43. Then, because the Ngatiraukawa were claiming the land by conquest, that was the reason you concealed the boundaries laid down between Taueki and Te Whatanui?—I did not put those boundaries down. I did not mention those boundaries in consequence of Ngatiraukawa's claim that they got it by conquest.

44. I want you to tell the Commission what were the boundaries which you repeated before the Chief Judge and Judge Butler at Otaki?—I did not mention any boundaries.

45. Will you swear that you did not mention any boundaries?—I said there are some other boundaries that would be correct, but I did not name them. When Pomara did not appear I thought he is a bad man for not coming.

46. Will you tell the boundaries laid down between Taueki and Te Whatanui?—I will not repeat those boundaries; you must look in the book for them. Before this land was brought before the Court of 1873 I went to Auckland. When I got there I saw Pomara, and I said to him, "If I am successful about this land I will remember you."

47. What were the boundaries laid down between Taueki and Te Whatanui at the time of the sacred promise?—They gave the piece of ground called *Mauī*.

48. What are those boundaries?—I have nothing to do with those boundaries.

49. Was that the only land given them?—I have given that in the 1,200 acres.

50. I do not want to know what you have done, but what you heard that Taueki did?—I cannot talk about it.

51. Do you refuse to give the boundaries which Taueki laid down with Te Whatanui?—I will not give them.

52. When did you first know the southern boundaries of the land between Muaupoko and Ngatiraukawa?—The boundaries of my land are right away to Ohau.

53. When did you first know that the southern boundary was the boundary between Muaupoko and Ngatiraukawa?—The boundary was away from that, but the Ngatiraukawa were simply squatting inside it.

54. From what ancestors did you learn the boundary of the conquered land?—From my ancestors Tanguru and Taueki.

55. Did Taueki tell you that the southern line was a boundary?—No; the boundary of his land is far away from that. That was not the boundary brought on before the Court. It was the Court that made my land small. A lot of my land was left out.

56. Were not the Ngatiraukawa occupying to the north of that boundary?—Yes; but they were simply resting on it in the same way as Europeans do on the lands of others. Then the Government came and said the land was really theirs.

57. Do I understand you to say that you claim up to the boundary and further south?—Yes.

58. Had you a claim to the south of this land?—Yes.
59. Had you always a claim to the south of it?—Yes, and beyond that.
60. Did you never admit the rights of Ngatiraukawa to the north of the southern boundary?—No, I did not assent to it.
61. You admit that you always claimed to the south of that boundary?—That is my boundary, but my original one was a good deal to the south of it.
62. You have told us that you have never admitted the rights of Ngatiraukawa to the north of that line?—No.
63. And your southern boundary was always to the south?—Yes.
64. Who were the other principal chiefs of Muaupoko in 1873?—Myself, Ihaia, Raniera, Rewiri, Taueki, and Te Atua and Te Rangirurupuni.
65. Would the latter know the boundaries between Ngatiraukawa and Muaupoko?—His knowledge would be confined to Kukutuaki.
66. He would have no knowledge of this land?—No.
67. Would Noa have any knowledge of this land?—Yes, like myself. These are our own people.
68. I will show you a *Kahiti* containing the claims of Muaupoko in 1872. These boundaries began at Rakauhamama and went on to Mahoenui?—That was not a claim for the whole tribe, but for two or three individuals.
69. Do you remember giving evidence before Mr. Travers in 1871?—Perhaps I did.
70. Now Mr. Travers was a Commissioner appointed by Sir Donald McLean, to inquire into the boundaries of the Horowhenua land?—I do not know about that.
71. Do you remember giving this evidence: Mr. Travers asked you, “Are you a chief of Muaupoko?—Yes. Do you claim some of the land in the neighbourhood of Horowhenua Lake?—I do. Was that land formerly occupied by Te Whatanui?—It was. State the ground upon which you claim it?—From the beginning of my ancestors. Do you mean that it formed part of the possessions of the Muaupoko Tribe?—It did. Tell me the boundaries of the Muaupoko people?—The boundary commenced at Te Namai Rangi on the north side of the Hokio, thence to the mouth of the Hokio, then along the beach to Rakauhamama. Then it strikes inland, and goes to Mahoenui. There is no dispute about land inland of this. We claim the whole of the land within these boundaries”? Do you remember giving that evidence before Mr. Travers?—Yes I recollect that; but that was the piece that was undisputed. There was a dispute outside of this, and afterwards they brought that dispute inside. The land held in dispute at that time was the land outside the northern boundary, and outside the southern boundary, but that inside was not disputed at all then. The Ngatiraukawa then brought their boundaries closer up to Tawhirikari, and they went right across Tauataruru then up to the mountains, and that was the Ngatiraukawa boundary.
72. You have made a mistake?—No; that was the disputed piece.
73. Do you mean to say that Ngatiraukawa did not claim to the north of Tawhirikari and Tautaruru, as well as to the south?—[Witness here indicated on the map the boundaries of the sections in dispute, and those not in dispute.]
74. Do you say that up to 1873 there was no claim about this land here? Did not Ngatiraukawa claim Whatanui’s land?—The Ngatiraukawa put in a claim there, and they found they were beaten.
75. That shows the absurdity of your answer. There was no dispute about the land inside of this boundary. Do you remember this question being put to you: “Does that include the whole of the land inside of this boundary”? Then you said, “It includes the land occupied by Te Whatanui, and there was a little piece beside the lake which he was given leave to occupy.” You were also asked, “Do you dispute the title of Ngatihua”? and you said, “I dispute the Ngatihua also, except a small burial-piece, which can be made sacred.” Do you remember giving that evidence?—Yes, that is quite right. That would be for my chieftainship to give; but I would not allow them in Court; I would thresh them out.
76. Will you point out on the map where that burial-place of the Ngatihua was?—It is a very small place, just by the side of the lake.
77. By the Horowhenua Lake?—No; down here, near the sand—the lake on the sand.
78. That was a burial-place of the Ngatihua?—Yes, it was a burial-place; and my burial-places they have got now.
79. Now, you recollect the dispute in 1874 between Kawana Hunia and Watene which has been referred to this morning?—Yes; when the Natives’ house was built I was there.
80. You were in Wanganui at that time?—I came from Wanganui on to Horowhenua.
81. I am speaking of the burning of the whare at Mahoenui?—At Otaiua; that was mine. I came from Wanganui with Turi, and we stayed at Kupe, and they went to burn the houses. When they came back from burning the houses I asked them why they did not cut up the men.
82. My question is after the Court. Are you speaking after or before the Court in 1874?—Yes, it was after the Court.
83. When the houses were burnt by Kawana Hunia after the Court, where were you?—I was at Horowhenua, at Kupe, when the houses were burnt.
84. After the Court?—Yes, and then I built the pa.
85. Where did you next go after the burning of the whares?—I went to Wanganui, and from there to Wellington.
86. Why did you go to Wanganui at that time?—I thought there was going to be a fight, and I went down there to see about some men.
87. But why did you go from Wanganui to Wellington?—I had a great deal of business to do there.

88. Did you go on account of that trouble, or for other matters?—I went on other business.

89. Nothing to do with this trouble at all?—No; but when Kawana Hunia made a second burning—he burnt the house at Mahoenui—and Muaupoko did not know of his bad work, he ran away.

90. I am speaking of the burning after the Court, for which Kawana was arrested by the Government?—Yes, that is the second burning, and he never went and told the Muaupoko that he was doing this. After he burnt these houses, Ngatiraukawa were going up with some men, and he ran away, and the guns were fired off.

91. By what road did you go to Wellington? Did you go down the coast?—I went to Wellington by steamer.

92. How long had you been in Wellington before you made the agreement to give up the 1,300 acres?—I had not been there very long.

93. Did you hear of a meeting at Otaki between the Ngatiraukawa and Sir Donald McLean? No; I only knew about Kawana Hunia being made a prisoner.

94. When you got to Wellington the Ngatiraukawa were there?—Yes.

95. What business were they in Wellington for?—Some of them went there about the payment of money.

96. Money on what?—The money for land they wanted to sell.

97. Horowhenua, for instance?—No, that land which had been awarded to them.

98. As a matter of fact, do you not know that they went down to Wellington on account of this trouble over Horowhenua?—No; I did not know that was the trouble.

99. You do not know?—No. McLean asked me if I would like some money given to Puke and another, and I said, "Yes, you can give them the money on their land," and they got some money.

100. And the £1,000 was given on their land? Is that so?—It might be more than £1,000.

101. Do you know whether that money was given on account of part of their claims on account of Horowhenua?—I do not know.

102. Were you told by any one?—I did not understand it.

103. You did not understand that they were getting money on account of their claims for Horowhenua?—No.

104. What did you understand?—I understood it was on their own lands—the land that belonged to them.

105. And McLean asked you to consent to their getting money on their own land?—I did not understand that, he simply asked me that, and I said, "You can give them the money on their lands." I did not understand it.

106. Do you know this document [witness had read out to him the agreement in Turton's book of deeds, page 435]?—I know that document, but it was not read over to me.

107. Did you sign this document at McLean's request?—Yes; but I did not know anything about the moneys that were to be appropriated.

108. Did Sir Donald McLean give you any reason why you should sign this document?—No; he only mentioned about certain reserves.

109. And requested you to sign your name for certain reserves?—Yes, for the burial-grounds of Ngatihua, and the burial-ground on this side, and for another place.

110. Did he tell you why he wanted you to agree to these?—He told me to sign for these reserves—the reserve Waiwiri, and the reserve for the burial-ground for Ngatihua.

111. You are still agreeable and willing that these reserves should be set apart?—I spoke about that in the Court at Palmerston, but now they have come and they want to take the chieftainship of the land.

112. Was it to be left to you to say about these reserves?—I thought it should be left to me, because the trouble was not over amongst them about the land.

113. The trouble with you and Hunia?—Yes, the trouble we all have now. The trouble was not between I and the Ngatiraukawa. I refer to our family troubles.

114. Are you willing now to carry out your promise to the Ngatiraukawa and Ngatihua?—You must not talk about the tribe Ngatiraukawa. I do not admit them. I know who I mean.

115. *The Chairman.*] Are you willing yourself to give these people the reserves you have mentioned, in addition to No. 9, or was No. 9 given in satisfaction of those reserves?—No; I am willing to do so. I am willing to give the reserves for Ngatihua's burial-place to those of Ngatihua who I know of myself, and Block 9 has nothing at all to do with it.

116. *Mr. Morison.*] This part of this document you signed your name to was read over by Sir Donald McLean's interpreter, was it not?—Yes, the small part on this paper, but not the long part. [Document produced.]

117. Did he make any explanation to you why you should sign it?—That part was interpreted to me and I signed it.

118. The part "Whaka hiri mai" was read over to you and explained. Did not McLean have some *korero* with you before the document itself was read over to you?—We had a talk about the block that is now No. 9.

119. Do you mean to tell us that all that time you were in Wellington, when the Ngatiraukawa were there, that nothing was said between you and Sir Donald McLean about the burning of Kawana's whare by Warena Hunia?—No; the thing was settled and Kawana Hunia was in gaol.

120. Then you ask the Commission to believe that there was nothing said between Sir Donald McLean and you about the dispute between Muaupoko and Ngatiraukawa?—I heard a talk about it, but not from anything McLean said to me.

121. Does not the document you signed refer to reserves of the hapus of Ngatiraukawa?—It is for the two reserves mentioned and for another, but my signing here [indicated on document] was for the two specially mentioned, and not for this other.

122. What did you understand by these words, “nga porowhita i whakahuatia i runga ake nei,” *i.e.*, the reserves above referred to?—That was a reserve at Waiwiri. I brought it back from Pohorui, and put it down there. These are the two reserves I allude to at Waiwiri and Paikiatere. I brought the reserve back from one boundary to the other boundary as marked down here. [Witness explained the position of the boundaries from the map.]

123. Did you say that you brought back the boundary to Waingao in consequence of this agreement with McLean?—The Court put the boundary there, and I sent Hoani to Ngahia.

124. But was it in consequence of your agreement with McLean that you brought back the boundary to Waingao?—No, it was my own doing. I had to bring it back.

125. This bringing back the boundary to Waingao had nothing to do with McLean's agreement?—No.

126. And this bringing back of the southern boundary had nothing to do with McLean's agreement?—No.

127. Now, the southern boundary of Horowhenua Block is the mouth of the Waiwiri, is it not?—A little further on. I will not say that it is exactly at the mouth, but near the mouth.

128. Did you bring back the boundary to the mouth of the Waiwiri?—There is a post there, and Hoani could take you and show it to you, if it is not gone.

129. How far is it from the mouth?—I cannot say.

130. Is it a chain or half a mile?—I will not mention a distance, because you will go and measure it, and, if it is not correct, you will say I am wrong.

131. Can a person standing at the mouth of the Waiwiri see Hoani's post to the south?—Yes.

132. But can you see it if you stand at the mouth of the river?—You can find out, and you can easily get back to-day.

133. Is it the length of this room away?—I cannot say how far.

134. Coming back to the time when you were in Wellington, what descendants of Whatanui were in Wellington at the time you signed this agreement with McLean?—Pomare was there.

135. Was Pomare in Wellington in 1874 when you signed this agreement? Will you swear to that?—I do not know.

136. Did you see these people, whose names are in this agreement, there?—Yes, I saw them in Wellington.

137. Do you remember Ngawiki Tauteka?—Yes.

138. Nicholson?—No.

139. Do you recollect Watene and Ngawiki?—I recollect Watene being there, and Kararaina.

140. I am going to refer again to your evidence before the Chief Judge at Otaki, and I am going to read to you some of the evidence you gave respecting the boundaries of Taueki's land.—Yes.

141. This is what you said: “Whatanui said, ‘Only rain-drops shall reach you. No man shall interfere with you.’ Taueki then gave Raumatangi Pa, Te Mauri, Tapuae o Miratu, and Patoitoi; extending to Te Rimu and on to the sea.” Do you remember giving that evidence before the Chief Judge at Otaki?—That land is all inside.

142. Does Reserve 9 go on to the sea?—[Witness pointed out the boundaries on the map.]

143. Does the 1,200 acres include all the land that was given by Taueki?—No.

144. Then none of the land given by Taueki lies outside No. 9, or outside the 100 acres?—No; the land I gave lies outside.

145. Then the descendants of Te Whatanui have got all the land that was given by Taueki?—Yes.

146. Was there no land given by Taueki to Whatanui outside these boundaries?—No.

147. Does any of the land given by Taueki to Whatanui lie outside? Raumatangi was outside Section 9?—That was given in consequence of the oath.

148. Has the whole of the land that was given by Taueki to Whatanui been handed back?—[No answer].

149. Did Taueki give any land to Whatanui, and which you have now got?—All the land given by Taueki is that I pointed out on the map.

150. And is it within the boundaries of Raumatangi or of No. 9?—All the land given by Taueki to Whatanui was in the piece I have pointed out, but not down to the sea. Taueki gave him down to the sea, but he did not get it, and when I gave him land I gave him more to make up for it.

151. Having told us that the land given by Taueki went down to the sea, give us the rest of the boundaries of that land given by Taueki?—I do not see any reason for that question at all. I have given land to make up for that.

152. What was the northern boundary of the land which Taueki gave to Whatanui?—The creek running from Patoitoi to the sea.

153. And the western boundary was the sea?—Yes.

154. Where was the southern boundary?—What do you want the boundaries for? The land was given back. [By direction of the Chairman the witness pointed out the boundaries on the map produced to the Native Land Court in 1873—a straight line running from the Patoitoi to the sea just north of Te Wai Whongioto and Mutu; then following along the sea coast to the Hokio Stream; then along the Hokio Stream to the lake; then a straight line from the lake to the starting point.]

155. Had not Whatanui a right to go to the lake for fish?—Yes; he could go and fish there according to Native custom, but if it had been European custom he would not have been allowed to go. He had a pa at Raumatangi, and that was his fishing-pa.

156. Did not Taueki give him the right to fish in the lake?—No.

157. Why was this block made 1,200 acres, instead of 1,300 acres, the agreement being for 1,300 acres?—I said it was to be added to the 100 acres they had already cut off.

158. The original 100 acres had been awarded to the descendants of Te Whatanui, and this 1,200 acres was to go on to that, because it was intended for the same people?—Yes, for the descendants of Te Whatanui.

159. Am I making a correct statement as to this land being set apart in saying that it was given by Muaupoko through Sir Donald McLean to settle the trouble with Ngatiraukawa in 1874?—I do not say it is correct about the trouble with the Ngatiraukawa. That disturbance was commenced by us burning houses. It was not the Ngatiraukawa brought it on; it was us. So that it would not be correct to say that it was given in consequence of the disturbance of the Ngatiraukawa.

161. Would it not be correct to say that the land was given in consequence of the disturbance between the Muaupoko and Ngatiraukawa?—I did not give this land in consequence of a trouble-cause by Ngatiraukawa.

162. Was this land given in consequence of trouble between Muaupoko and Ngatiraukawa?—Ngatiraukawa had no trouble; the trouble arose with me.

163. But leaving out the question of the causing of the trouble?—I gave it in consequence of what Taueki promised.

164. Bringing your mind back to the time when Kawana was taken prisoner, was it not in consequence of the trouble at the time that this land was given back to Te Whatanui's people?—No; I did not give it in consequence of the trouble; it was in consequence of the promise of Taueki.

165. Mr. Lewis swore in the Court at Palmerston that this land was given in consequence of the trouble?—I never said it was given in consequence of the trouble. Very likely that was what Mr. Lewis understood from Mr. McDonald. This land was given to Te Whatanui in consequence of the promise of Taueki.

166. Why did you not give the land to Pomare in 1873, instead of waiting until a year afterwards?—I will explain that. I wrote twice to Pomare and he did not come; but when he spoke about it to Sir Donald McLean, I found out he was a bad man. I had spoken to him as a chief, and he had not answered my letters, so I gave it to the descendants of Te Whatanui.

167. When was this letter written to Pomare? Was it after the Court of 1873 was over?—Yes; I sent many letters to him.

168. If there was a sacred promise by Taueki, and if you were going to carry out that promise why did you not give the whole of the land up to the Court of 1873?—Because your people left Taueki's word to one side and said that you got the land by conquest.

169. Pomare was not fighting you in 1873?—I had told Pomare that if I was successful I would keep him in remembrance. Then Pomare said, "If you do this, do not forget what our elders have said, and I shall not come to the Court," and he never came.

170. If Pomare was not fighting you in 1873, why did you not make the gift to him as soon as the Court was over?—I have already said that I wrote to Pomare to come to me so that we could arrange matters.

171. You are aware that Pomare said at Otaki that he never got that letter?—It did get to him.

172. Where is Otawhaowhao?—You must not try to glean information from me for yourself.

173. Please answer the question?—[No answer.] Is it not outside the boundary you showed the Court as being Te Whatanui's land?—I never said anything about Otawhaowhao.

174. Was it not at the place where Te Whatanui and his people lived—was it not one of their kaingas?—I do not know that he lived there. He lived at Raumatangi.

175. You do not know who cultivated at Otawhaowhao?—I do not know.

176. Did Horomona Toremi cultivate there?—I did not see him. Others might tell you about it.

177. Are you quite clear about that, because you told the Chief Judge last year that Horomona Toremi did work there—"I know that Otawhaowhao is on the south side of the Horowhenua Lake. I do not know whose cultivation it was, but Horomona Toremi worked there"?—I do not know that he worked there.

178. Do you remember the Court at Palmerston in 1886? Do you remember sending down for the people to come up from Horowhenua?—Yes.

179. Do you remember sending for Hitau and Nicholson?—I know that I sent for Pomare, Hare Pomare, and a woman.

180. Was Hare Pomare here in 1886?—Yes.

181. Did you not also send for Hutau and Rere?—Yes.

182. You came to this Court from Wanganui, did you not?—Yes; I was very ill there, but, although I was ill, I came up to the Court.

183. Did you not request Neville Nicholson to come with you to this Court from Wanganui?—Yes.

184. *The Chairman.*] Did you send for Nicholson?—Yes; I asked him and others.

185. *Mr. Morison.*] Why did you ask Nicholson to come down?—I sent for him and for the others—the people to whom the land was to be given according to Native custom—so that when I handed it over to them they could take it, and do what they chose. I did not pick out any special one.

186. You sent for these people because they were the people to whom the land was to be given according to Maori custom?—Yes; and they all assembled. I sent to Pomare, but he did not come.

187. When you wanted to place the 1,200 acres in Section 14, was it not Neville Nicholson who objected and wanted it to be near the lake?—Hare Pomare was sent to object to No. 14. They did not go into Court to object, but they objected outside.

188. Did Nicholson object outside?—No, Nicholson did not speak.

189. Did you not hear Nicholson get up in Court and object to the 1,200 acres being located there?—That land was never in the Court.

190. Did you not hear Nicholson get up in the Court and object?—No, it was only spoken about outside the Court. I had cut it off myself. The Court had nothing to do with it. I say that the block was never taken into the Court.

191. Do you not know that Nicholson rose in the Court and objected to the land being anywhere else than near the lake?—You can see in the papers if he did so. I do not remember.

192. Did you not have a meeting with Nicholson, and Karena te Kaputai, and others at the Royal Hotel in Palmerston?—I only recollect Honi Taipua.

193. He was at the meeting?—Yes.

194. Was not Nicholson there?—Yes, he was there, and others were there.

195. Was not Nicholson there arranging or trying to arrange with you to get this land put alongside the other near the lake?—There was only one talk about it, and that was with Pomare, and the land was cut off there for them. We never had any committee or meeting about it. After they said that they did not wish to have the land there, I gave them the land elsewhere.

196. Did not Honi Taipua at that time ask you what you were going to do about the Ngatiraukawa reserve?—I have no recollection of it.

197. Has your memory failed you lately?—All I recollect was that I spoke in the Court.

198. You do not recollect what took place at the meetings?—I spoke to Honi Taipua about his connections.

199. Do you recollect promising him that the reserves you had promised for Ngatiraukawa and Ngatihua would be cut off for them?—I said that in Court. I did not say that I had said so to Honi Taipua.

200. You said in Court that you would cut off these reserves?—I said then that I would consider about it, but I never spoke before any committee.

201. But had you not a meeting with Honi Taipua outside about it in 1886?—I spoke about the other block.

202. Did not Honi Taipua come to you outside the Court?—Yes, he came because I sent for him to help me with these people.

203. I am speaking now about the reserves for Ngatihua, and the reserve at Waiwiri for the people to the south?—I spoke about that in Court.

204. Do you recollect going with Nicholson and Honi Taipua, and Ru Rewiti to the Native Office in Wellington, to arrange about this land?—Yes; I went to Wellington a good many times. I was in the habit of constantly going.

205. Do you remember going with Nicholson to see Mr. Lewis?—I have no recollection of it.

206. Do you not remember going to arrange about having this piece of land cut off, and the ownership settled?—Yes, I went there, but I have no recollection of what was said.

207. But the object of this visit was to arrange the ownership of No. 9?—Yes, I recollect that.

208. You went with Nicholson because you looked upon him as one of the principal owners of the land, did you not?—I went on my own responsibility, and Ru went on his. They proposed that we should go to arrange about the land, and I went to Wellington on my own business.

209. Is it not a fact that since the marriage of your daughter to Ru Rewiti he has talked of Pomare in connection with this land and tried to keep Nicholson out of it?—No.

210. All the Muaupoko who have given evidence say that it is only of late years they have heard of Pomare in connection with this land—not until after 1886?—That is the statement made by themselves. It was in consequence of the solemn promise given to Te Whatanui, and to assert that would be robbery.

211. After you arranged with Sir Donald McLean to give 1,200 acres near the lake, Watene and his people continued to live in Horowhenua; the Muaupoko used to trouble Watene in his occupation of this land, and the Government applied to you to stop this, did they not? And you wrote a letter to Watene about this trouble?—I wrote several letters to Watene.

212. The reason for your writing to Watene was to assure him that he was to remain on the land, was it not?—Yes, I told him to stay there. It was not the Government who told me to go and see about Watene, but I went myself. I was in the certificate, and I said, "I have a right to tell you to stay there quietly."

213. This is one of the letters [put in and marked "P"], is it not?—Yes; in consequence of the Muaupoko behaving badly to him, I wrote and told him he could go on living there, but I never said he could have the land. I merely gave him permission to reside there and cultivate.

214. Does not what you say in the end of this letter mean on account of the matter that we know of?—I told him he could work anywhere on the land.

215. Do you mean to say that this arrangement about the 1,300 acres had no reference to Watene?—No; when the agreement was made they were all present, and the agreement was read out; and after that Watene got up and spoke. He said, "Let my name be in the agreement." I said, "No; he is not Ngatikahungunu." Watene said, "Yes, that is correct," and he did not make any more trouble about it.

216. Did the Government ever speak to you about the Muaupoko attempting to turn Watene off?—No, I have no recollection of that, but the Muaupoko were very angry with Watene, and they wished him to go away and live somewhere else; but I told him I wished him to stop, and I told Muaupoko to leave him alone and let him cultivate in peace.

217. You used to go to Richard Woon a good deal about your difficulties, &c.?—Yes; he used to write for me.

218. Do you remember him coming to you in 1874, about six months after the arrangement was made in connection with the trouble between Muaupoko and Watene?—I recollect him coming to me, but I cannot recollect what it was about. The Muaupoko were always troubling Watene.

219. Do you recollect Woon asking you to confirm your arrangement about the 1,300 acres in consequence of Watene being troubled?—Yes, he came to me.

220. You then signed a confirmation of the giving of the 1,300 acres?—It was settled about that before.

221. Did you give Woon a writing telling him it was settled?—Yes; I had already consented to the 1,200 acres.

222. On that occasion Woon read to you a letter from Watene to the Government?—I do not remember it.

223. I will read you the letter [letter read]. Was this not the letter that Woon read to you?—Yes, and I wrote to Watene to stay on the land and go on planting.

224. In consequence of this letter?—No, it was not in consequence of this letter. I was always writing to Watene. The Government had nothing to do with me writing to Watene. It was the agreement that confirmed the people on the land, not letters.

225. *Mr. McDonald.*] You are quite clear that the claim set up by Ngatiraukawa was a claim by conquest?—Yes.

226. And they set up no claim whatever in respect of any gift by Taueki?—No, not then.

227. Your promise to return 1,200 acres to the descendants of Te Whatanui was after the Court in 1873?—No; my word for that was passed to Pomare in 1872.

228. After the agreement with Sir Donald McLean?—Yes.

229. At which time this block had been awarded to the Muaupoko Tribe, you being the certificated owner?—Yes.

230. Therefore, your agreement with Sir Donald McLean required the confirmation of the Muaupoko Tribe?—Yes; I do not know whether they agreed to it or not, but the land was given over.

231. And you told us just now that all these people were present when this agreement was made in 1874?—Yes; Whatanui was there, and others.

232. They, Mr. McLean, and you knew, when you were making that agreement, that it was necessary for Muaupoko to consent to it before it could be carried out legally?—No, I did not say that. I thought that it was settled by myself.

233. *Mr. Marshall.*] You have already stated that you had never heard that a lease had been prepared. How do you account for the following statement in book 7, pages 191 and 187: "One division of 4,620 acres is to be for those who are not in the certificate. Wirihana has had the list of names. This has not yet been transferred to these persons. Wirihana told me during this Court that he had this list of names. I said that this land was to be for forty-four names, and when the list was found those were to be the names." That was your evidence. Have you any explanation to offer?—I said then that if I could find out the names I would put them in it. I do not say I made a list of names.

234. *Sir W. Buller.*] Mr. McDonald, Mr. Stevens, and Mr. Fraser have done their best to make you admit that Block 14 is not your own, that you only hold it as a trustee, and I shall read to you what you said in reply to my re-examination on the first day you were examined here. The question I put was this: "Now with regard to Block 14, you said, in answer to the Chairman as to whether you considered yourself a trustee or owner, 'that the land was yours,' and that 'you were the *rangatira*, and you were in the Crown grant.'" Then I said, "Can you point out those who are in your heart," and you replied, "If one behaved badly I had the power to put him out." Then I asked you, "In this respect are you the owner or trustee of the land," and you replied, "This land is mine, but I remember those who are left of my brethren and relatives." Were those answers perfectly true?—Yes.

235. The four that you named as being in your heart were: Raniera, Tamatea, Arahia and Ngahuaia?—Yes.

236. Now two of these, Raniera and Tamatea, have come before the Commission, and sworn that they have no rights whatever in No. 14. Are the two women Arahia and Ngahuaia in the original list of 1873?—No; they are out.

237. If Judge Wilson had sworn positively that this land was given to you absolutely for yourself, and by the general consent of all, is that true?—That would be true.

238. You said, "That over £300 in cash was paid to you by Mr. Peter Bartholomew for timber off No. 14, on the other side of the railway. Did you give any part of that £300 to Muaupoko?—No, I kept that myself.

239. Because the land and the timber was yours?—I kept it because the land was mine. I would not have given it to Muaupoko.

240. Did you give the Muaupoko any part of the £110 for the 11 acres you sold to me out of that block?—No.

241. You have been talking to the Commission about first cutting off the number 14 and offering it to the descendants of Whatanui. Was that cutting off outside the Court, or inside the Court—I mean the first cutting off?—The land was mine; I cut it off and I thought I would offer it to Muaupoko.

242. That was outside the Court?—Yes; I was never inside the Court.

243. Then Judge Wilson would know nothing about it until it was reported to him in Court, after No. 9 had been accepted?—Yes; this No 14 Block did not come before him at all.

244. If Mr. McDonald has stated on his oath that the Court did cut off No. 14, is that true or not?—No.

245. Did the thought come from Alec McDonald, or was it in your own heart, that you should give that piece?—It was my own thought.

246. You have told us, Major Kemp, that afterwards there was some talk between you and Pomare about an exchange—that Pomare complained that what you had given him, did not give him access to the railway, and suggested that you should give him half of No. 14?—That is quite right.

247. How long was that after the Court of 1886?—It was in 1888.

248. Now, I have put in a list of payments made to you by Hector McDonald for rent, and he has given evidence on oath as to what sums he paid to the tribe by your direction, and what sums he paid to you personally. I am going to enumerate those he paid to you personally. The first payment he made to you was at Ranana, on the Wanganui River, in 1881 (all former payments having been made to the tribe), for £200. Then in 1884, he paid you at Upokongaro £150; and in 1885, he paid you at Palmerston £300. The amounts paid to you then amounted to £650. Did you spend that money on yourself, or in Courts and lawyers for the tribe?—Some of this money was spent in conducting business in connection with the block.

249. And all you had yourself, was a certain amount brought to you by the tribe, to enable you to build your house. How much was that?—Yes. [Second part not answered].

250. Saving as to the sums that were voluntarily given back to you by the tribe, you spent all this money on the tribe?—Yes.

250A. Since 1886, Johnnie McDonald has paid the rents?—Yes.

251. Did you order John McDonald to pay £400 to Baker the lawyer?—Yes.

252. Did you afterwards instruct John McDonald to pay Baker the sum of £1,300?—Yes.

253. How much of that was Baker to receive, and how much was he to give to the tribe? Was it £1,000 to be given to the tribe, and £300 to Baker?—Yes.

254. Did you not afterwards pay to Mr. Baker, through Mr. McDonald, £21 7s. 6d. for costs?—Yes.

255. Then the last payment that was made by Mr. McDonald to you was £400. Did not you instruct Mr. McDonald out of that to pay £100 to Edwards as a retaining-fee for the work while I was away in England?—Yes.

256. And the other £300 you spent on the tribe in connection with the block?—Yes.

257. Now you appear to have paid very large sums to the lawyers, Major Kemp, and you say I have been acting for you since July, 1892?—Yes.

258. Have I received one shilling of those large sums you have paid away to the lawyers?—No; I have not paid you anything yet. The lawyers and clerks and other people have cleaned me out.

259. You were asked by one of the gentlemen here whether you knew about a Proclamation under the Act of 1867, and you said you did not. Do you know about any Proclamation at all?—What Proclamation?

260. Did you know about the Proclamation that Mr. Ballance arranged for?—Yes, I had that Proclamation.

261. Is that the Proclamation in Maori [document handed to witness, put in, and marked "Q"]?—Yes, that is my Proclamation.

262. Did you not before that Proclamation was issued receive from Mr. Sheridan £5?—Yes.

263. And did you sign a *pukapuka*?—Yes.

264. Captain Mair was the licensed interpreter?—Yes.

265. If Mr. Sheridan has told the Commission that that was simply an initial step towards your selling the whole block to the Government, was that true?—No; I simply issued my Proclamation.

266. That was the only sale that you had ever discussed with Mr. Ballance at that time? Had he said anything about a State farm?—He said, "I want you to give me some land for a Government farm," and I said, "Yes; I will do so when all the trouble is settled."

267. Did you ever receive this letter from Mr. Morpeth, about the Proclamation [letter of 1st November, 1892, read and put in, and marked "R"]?—Yes, I received that letter.

268. Did you not, on the 18th February, 1893, write a letter to Mr. Ballance about that Proclamation? Is this the duplicate of that letter?—[Witness identified the letter; letter put in, and marked "S"].

269. I am now going to read to you the evidence given by Wirihana Hunia before the Commission the other day, when you were away. Wirihana said, "The Court said, first of all, to Kemp, 'We consider it is not the correct thing for your name alone to be in this block.'" Mr. Cash then said, "I did not know that it was arranged that Kemp's name alone should go in." Kemp said, "Well, I am quite willing that Hunia's name should be in the block with mine." But it was not put in. Kemp then addressed the Court, and said he thought his name should go in, and all the other names come afterwards in a list. "Let my name be in. I know that the interests concerned belong to Hunia and the whole of the people, and whatever they agree shall be done with the land I will do. Well, Hunia, what do you say to that?" Hunia said, "I do not understand the work done by Kemp; but since I have heard what has been said in Court, I can understand his motive." The Court then suggested to Hunia that his name should go in; and Hunia said, "I object to be brought up here, and then my name being brought in in this way." Hunia got in a rage, and left the Court, saying, "Very well, let Kemp's name go in." He got very dark about the whole business. Is that true or false?—It is a lie. He never opened his mouth to me in the Court or to any one else.

270. Then he was cross-examined by me and he said this: "It was not told to me; I heard Kawana say that with my own ears. I was present." He said this also, "The list of 143 was proposed surreptitiously in the tent. Kawana Hunia was not present." Then he was asked, "Are you perfectly sure that Kemp offered to put Kawana's name in with his," and Wirihana Hunia said, "Kemp said to the Court, 'Very well, let Hunia's name go in along with mine and both our names be in,' but Hunia said he would not agree to it." Is that true?—That is all false.

271. I ask you now, was Hunia in the tent when the list of 143 names was settled?—Kawana Hunia was in the house, Te Whatahoro was the clerk, and Heta and Rangī Mairehau called out the names.

272. Did Kawana Hunia offer any objection to the 143 names that were put in that list?—No, he did not.

273. Did he say one word of objection when he went into the Court with that list?—No.

274. Now I am going to read you something that Mr. Alexander McDonald said when you were away: "I cannot tell what may have been working in the Muaupoko's mind unless there was some outward indication of it, but I myself believe it was myself who selected No. 14 in fulfilment of this agreement and I did so for certain reasons only, one of which I suppose is material to this Commission, and that was that being at the bottom of the land and adjoining the Ngatiraukawa estate, it would not interfere in that position with any internal arrangements the Muaupoko desired to make with their land." Then, again, he said, "My recollection was that No. 14 was kept open till the last and was last disposed of by the Court in the hope that somebody would say, 'We will take No. 9 in satisfaction of this agreement,' and that then some disposition would be made of No. 14." He also said, "I cannot remember exactly the order of proceedings in Court, &c." I want to ask you whether Mr. McDonald's recollection as stated there is right, or whether it is absolutely wrong?—It is all untrue.

275. Hoani Puihi has sworn to this: "I spoke to Major Kemp in the Square at Palmerston. I said, 'I think you and your younger brethren had better cease your work and give the land back to the people.' Kemp said, 'Never, never, never.' That was in 1886." If he said that, is it true or is it false?—It is not true.

276. Then you had no dispute at all until 1890?—No; that was the year he got these people to help him.

277. Is it not a fact that all along you have been anxious to give the land back to the tribe?—Yes.

278. But that you insisted on your cotrusteeship, Warena Hunia doing the same?—Yes, that was my talk.

279. And was it not because Warena Hunia refused that you dragged him into the Supreme Court?—Yes.

280. Now we come to the deed of release and discharge and confirmation. Do you remember giving this evidence in the Supreme Court in Wanganui. You were cross-examined by Mr. Barnicoat: "Q. On the subdivision, 1,200 acres were set aside to Whatanui's people, were there not?—I cut that off. The tribe did not tell me to cut it off; that was my own. Q. It was done?—Yes, I did it. That did not suit them, so another 1,200 acres was cut off?—Yes, they said they did not want that. They wanted a piece alongside their own, so I cut off another piece. Q. The first piece remained in your name?—Yes. Q. You have sold it?—I have it. I have leased it to Sir W. Buller." There was no suggestion then by anybody that you ought to give it back to the tribe, or that it was in trust?—I did not see anything of that kind.

281. I asked you about the deed of release to Kereheipa. Do you remember being asked this question in the Court at Wanganui: "Q. Warena brought an action against you?—Yes. Q. After that, did you try to get a deed from the tribe releasing you from the back rent?—That was after I went to my tribe and got the deed. Q. Did you pay them £1,000 when you got the deed signed?—Not that I know of. Q. Then you do not know whether the tribe received any money when they signed the deed?—I do not know." Did you at the time pay a single shilling to the Muaupoko for signing that deed, or have you since?—No, I never gave them any money before or after signing, and right up to the time that we quarrelled I have not given them any money.

282. I will read you another passage of Wirihana's evidence given in the Supreme Court, Wanganui. He said, "The 1,200 acres was the last the decision was given on. That is the land that was first given to descendants of Te Whatanui. It was given to Kemp to give to them, because the 1,200 acres had been taken out of No. 11. Then Kemp said to me privately, 'Leave that in my name—the piece that Sir Walter Buller is now leasing.' I said, 'Oh, very well.' That is all I know." Wirihana Hunia was also asked: "Q. No. 11 has the whole sea-frontage of the block?—Yes. Q. And all the fisheries of the tribe, eel-preserves, &c.?—Yes; Major Kemp and Warena have them. Q. Is Ihaia Teueki now living there?—He is the *ariki* of those under him. He is the *ariki* of his own hapu. I object to Ihaia's ancestral right. He occupied there. His father was buried there. His people went there in the old time—in time of war. Ihaia had houses there, and cultivations at time of the subdivision, and his father was buried there, and the other people lived there and had cultivations. Q. Then they all had right to this land? No." You heard Wirihana give that evidence, Kemp?—Yes.

283. Again Wirihana said, in reply to the question, "Have the people on Warena's piece, *i.e.* 11B, a right there?—Not now; it belongs to Warena." Wirihana stated here before the Commission generally, that he was a greater chief than you, and he had always been fighting you over this land. In connection with that I want to show you a letter, addressed by Wirihana Hunia to you, on the 20th April, 1889 [letter read and put in marked "T"]. With regard to the sale of the township of which we have heard so much, I do not ask you anything about that, but Hoani Puihi has complained that his settlement, Tiro-tiro, was not cut off as you promised it should be. Did you ask the Government to cut out Tiro-tiro?—Yes; I spoke to Mr. Ballance and he would not do it.

284. *The Chairman.*] Verbally or in writing?—I went to Mr. Ballance myself.

285. *Sir W. Buller.*] What did Mr. Ballance say when you asked him?—He said that he did not see that they wanted a Maori kainga there, as it would not do to have Natives in the township.

286. Then it was not your fault that Tiro-tiro was not cut out?—No; Mr. Ballance's.

287. You did what you could to get it cut out?—No; when it was not cut out, I assented to what he did.

288. Were you a consenting party to your name being dropped out of the township—to its being called Levin instead of Taitoko?—No; I do not think I wanted the township to be called after me.

289. With whom did you have the talk about this naming of the township?—I and Aleck McDonald. I went up about the sleepers for the railway. When we got to Wellington we talked about other things, and then we talked about the township.

290. That was before you went into the Land Court to divide the land?—Yes.

291. I want to know of the last talk you had in Wellington about calling the township Taitoko?—When we went down to close the sale, I wanted to call the township Taitoko.

291A. And who told you they were going to call it Levin?—I do not know.

292. It was not your doing?—No; they chose the name themselves.

WEDNESDAY, 8TH APRIL, 1896.

MEIHA KEEPA'S re-examination continued.

1. *Sir W. Buller.*] You were asked by Mr. Stevens some questions relating to the land you have leased to me—No. 14. Who fixed the rate per acre at 2s. 6d., you or I?—I did.

2. Do you understand the nature of the pepper-corn rent in regard to the land on the other side of the railway?—Yes, that means this: the European sawing timber asked me to give him 100 acres. When he asked me for that I thought he was working in with you, and I said, "Yes, I will give him 100 acres," but my previous arrangement had been to let you have it.

3. And then I took a lease over 500 or 600 acres, the rest of it?—After I leased this to him, you said to me, "But you have done wrong, you promised it to me." I said, "Oh, I have made a mistake; I thought he was working in with you, that is why I let him have it." Then he made arrangements about a pepper-corn rent for six years until I came into possession.

4. *Mr. Fraser.*] What blocks outside Horowhenua are you an owner in? What blocks have you been found owner in by the Native Land Court?—In Whakatipua, Tutikara, Pohatu, Waitotara, Kaharoa, Whakahinohaa, Rangipowaru at Murimotu. There are many others; I have forgotten them. In Ranana (London) I have some; another one is Mungatiroa, and at Pukiki Reserve, and at Waihau.

5. *Mr. Morison.*] Do you remember receiving a letter from Tauteka when you were up the Wanganui River?—Yes.

6. About the building of a whare at Wanganui?—I cannot recollect.

7. That is a telegram you sent her, is it not?—Yes. [Put in and marked "Y."]

8. Did you not tell Hoani Taipua, at Palmerston North, in 1886, that you would set apart another 100 acres for Te Whatanui people, to make up for what you had promised Sir Donald McLean?—What is the good of asking those questions? No; why should I have done so? If you are not satisfied, I will take the land back.

JOHN McDONALD examined.

9. *Sir W. Buller.*] You are a sheep-farmer, and brother of Hector McDonald, who gave evidence before this Commission?—I am the younger brother.

10. And you succeeded him in the occupation of the Horowhenua Block, leased from Major Kemp?—Yes.

11. And you have paid the rents, I think, ever since you took possession in 1886?—I have.

12. Have you got a list of the rents up to the present time, or can you trust to your memory?—I will trust to my memory.

13. How much have you paid altogether, either to Major Kemp or to his order?—About £4,000; that includes the back rents.

14. After your brother got into some financial difficulty you had to come to the rescue, and a bill of sale was given over the sheep and you worked the thing through?—Yes.

15. We have got an account before the Commission up to 1886. I will get you to say what you have been paying. Since 1886 you have been paying how much per annum?—It was in 1887 I think I took possession.

16. What were you paying that year?—£400.

17. And £400 a year ever since?—Yes.

18. The last payment on which your brother gave evidence was a sum paid to Mr. Baker—£400 in October, 1886. Did he make that payment, or did you?—He must have made that payment.

19. Then you made your first payment at the end of 1887?—Somewhere about the end of 1887 or the beginning of 1888. I am not quite clear.

20. When was the last payment made?—Last year. I paid Major Kemp £100 about three weeks ago.

21. That would be on account of next year. When was the last payment of £400? Do you remember paying Mr. Edwards £100?—I think I paid that over to Major Kemp.

22. Was not that the last £400 payment?—Yes; there is a balance owing Major Kemp.

23. That would be in 1894?—Yes; I paid him £100 last year, and I paid him £100 three weeks ago.

24. That is £200 on account of the current year?—Yes.

25. Then out of that £400, you say you paid £100 to Mr. Edwards, for whom? Was that on behalf of the retainer for the Muaupoko Tribe when I was in England?—Yes; I believe it was £100 on behalf of Rangimairehau and Makeri.

26. And £200 to Kemp—that would make up the £400?—Yes.
- 26A. Will you explain what your title is; there was a lease to your brother?—Yes.
27. Did he not assign that lease to you?—Yes.
28. Some solicitor did it, I suppose?—Yes.
29. The Commission wants to know where your block is situate?—North of the Hokio.
30. You do not occupy south at all?—No.
31. You have been intimately concerned with Kemp and his business all through these years since you have had the lease?—Yes.
32. Do you know what he has done with this large sum of money you have paid him, speaking generally?—I should say that he has spent most of it in this case.
33. But how? Give the Commissioners an idea how the money has gone?—He employed Baker.
34. How much did he pay him?—I paid to Southey Baker one £400 and another time £1,300. I could not say what became of that, but Baker was acting for Kemp.
35. And you paid it to him by direction of Kemp?—Yes.
36. It is a very large sum, and that accounts for only part of the money. Can you indicate to the Commission how the rest has been spent, as far as your observation goes?—Since then, from time to time, Kemp has got money from me, saying that he wanted to carry on this case.
37. Have you any doubt, in your own mind, that practically the whole of this money has been spent on behalf of the tribe in connection with the block?—I should think so; of course, I could not say definitely, and I would not care to say definitely, that Kemp had spent it so.
38. I think you were present during the action in the Supreme Court, Wanganui, which commenced in September last year?—Yes.
39. Do you remember being in a private room with Mr. Edwards, myself, Major Kemp, and Rangimairehau, at the Rutland Hotel?—I do.
40. Do you remember my asking you, in the presence of those members of the tribe, whether you could find the £500 Mr. Edwards said he must have before he would go on with their case?—I do.
41. And you absolutely refused?—I paid £400 a year to Major Kemp, and having no lease on the place—I was only paying from year to year—I could not see my way to advance the £500.
42. So you absolutely refused?—Yes.
43. You remember Mr. Edwards indicating to the tribe how he thought the money could be raised?—In the room?
44. Yes, at the Rutland?—Yes.
45. What did he say to Kemp?—He said that the money must be found, and, if I recollect rightly, that he could raise it on that portion of land which you have a lease over.
46. Do you remember Mr. Edwards asking me whether I would not help them with the money?—I remember.
47. And Kemp then asked me in the presence of the chiefs to help them in finding this £500?—Exactly.
48. You remember that I very reluctantly consented?—Yes.
49. And Mr. Edwards then said he would prepare a deed of mortgage for them?—Yes.
50. I think the Land Court was sitting then with Judge Ward, as Trust Commissioner, presiding?—Yes.
51. And you accompanied Major Kemp, Rangimairehau, Mr. Edwards, and myself to the Court when application was made to the Trust Commissioner to inquire into the circumstances of this mortgage?—Yes.
52. And the chiefs of the Muaupoko were present?—Yes.
53. And there was no objection made by any of them to the passing of the deed?—None that I know of.
54. I think that Major Kemp was then sworn by the Trust Commissioners, and gave his evidence?—Yes.
55. And said, amongst other things, that there was no trust in respect to this land?—Yes.
56. I am going to ask you whether you did not accompany Te Rangi and others to Wellington when they went down to interview the Premier about taking this land for a State farm, in pursuance of an alleged purchase?—I did.
57. Was not that in consequence of some little trouble up here when the women tried to stop the surveyors from putting in the pegs?—Yes.
58. Do you remember approximately when it was?—About January, 1894.
59. This going down to Wellington to interview the Premier, I understand you to say, was in consequence of some little disturbance the women made over the survey, and the Natives asked you to accompany them down to see Mr. Edwards and instruct him in my absence and to interview the Premier?—Yes.
60. Had you heard previously to that that there had been a sale of part of the land for a State farm?—I had.
61. And did you see this notice in a local newspaper: "Notice to Government and others—We will not allow anyone to deal with any part of Block 11, Horowhenua, consisting of 15,000 acres—Muaupoko Tribe"?—I did.
62. Now you were present at the interview with the Premier?—Yes.
- 62A. Mr. Edwards was also there, taking part in what was said?—Yes.
63. Do you remember reading immediately after, a report of that interview in a Government paper, headed "The State Farm trouble.—Native deputation.—Interview with the Premier"?—Yes.
64. And the substance of that report of what took place was a true one?—Yes, I think so. [Report put in].

65. You have had considerable experience in this district in the way of leasing Native lands, have you not?—Yes.

66. You hold a number of blocks in various parts of the district under lease from the Maoris?—I do.

67. Therefore, you consider yourself competent to judge as to the value of bush land at per acre?—Yes.

68. You know the land at Papaitonga in this part of No.14 leased by me?—Yes.

69. Do you consider 2s. 6d. per acre full value for that land, seeing that the tenant gives it up at the end of the term, with all improvements, without any compensation?—I should say so.

70. There was some waste land—swamp—that was also included in the 2s. 6d., and you consider that full value?—I do.

71. It is quite as much as you would pay for it?—Quite.

72. *The Chairman.*] Your brother spoke of some papers, Mr. McDonald?—I have the old leases.

73. What have you got?—1862 and 1864.

74. Those are the only ones there are?—There may be others, but those are the only two I could find.

75. Will you see if you have got any more?—I will.

Mr. A. McDonald.] You were born on the Horowhenua block, or thereabouts?—On the block, on 4th April, 1856.

77. And you have lived here all your life?—Yes.

78. You spoke, just now, of a lease that had been granted to your elder brother, Hector, but had not there been a lease to your father previously to that?—Yes.

79. Was there not a lease granted to your father, or mother, or elder brother, in 1874, or prior, by the Court at Foxton?—I believe there was one to my father.

80. Have you ever seen that lease?—I believe I have seen a copy of it.

81. Have you any idea where it is now, or where it could be got?—I have not the slightest idea. We might have it.

82. If you have it, will you be good enough to bring it with you, when you bring the other papers?—Very well. There was a renewal lease, which was drawn up in my father's name, and not in my brother's name at all. There is no lease in my brother Hector's name.

83. I understood you to say just now, that on the 9th October, when you were asked to advance £500, to assist Kemp with his litigation, that you were sitting there without any lease at all, but only from year to year. Is that so?—Exactly.

84. How was that? Had the lease expired?—Yes.

85. The lease of 1874 and its renewals have all expired?—Yes.

86. Then you have no lease at all?—None whatever.

87. You have been for the last few years pretty constantly taking an interest in this Horowhenua dispute that has been going on between Major Kemp and Warena Hunia?—Yes, to a certain extent.

88. On behalf of Major Kemp?—I have.

89. It has been held out constantly by Major Kemp that his action was taken really in the interests of the Muaupoko Tribe as against Warena Hunia?—So I believe: his evidence would go to show that.

90. And his evidence would go to show that his action was for the benefit of the tribe?—Yes.

91. Do you know what he has been meaning all these years by "the tribe"? Do you understand him to mean the whole list of 1873, or only some persons in that list?—I would not care to say who he meant.

92. No; but what do you understand him to mean?—I should say that he meant the tribe; but I do not know whether the tribe really means the whole list of 1873 or not. I am not prepared to form an opinion as to what he means.

93. Did it never occur to you to ask him what he meant by "the tribe," seeing that it is capable of so many meanings?—I never did ask him.

94. Therefore, you do not know?—No.

95. Do you know of your own knowledge of any reason why there appears to be so much difficulty in obtaining the list of persons whom he meant by "the tribe"?—I do not know of any reason.

96. What is the latest renewal that you know of of this original lease that was granted to your father about 1874, or after the Court of 1873?—I could not say definitely when the date was.

97. Could you say within a year?—The renewal was drawn up for eleven years, and it expired some two years ago.

98. So that that renewal would be dated thirteen years ago?—Something like that. I daresay Sir Walter Buller could give the date. I think it was drawn up by him.

99. Is this latest lease, that has just expired, still in your possession?—I am not prepared to say whether Major Kemp has not got it.

100. You will produce it to the Commission, if you can?—I will.

101. Your personal belief is that this renewal, which was drawn up by Sir Walter Buller, was about thirteen years ago?—About that; I would not care to swear to that.

102. And you say that you employed Sir Walter Buller on that occasion, to draw up that lease?—I am not sure whether it was my father or my brother who employed him.

103. Do you know whether there was any other solicitor concerned in drawing the lease?—I have not the slightest idea.

104. Do you say you accompanied Sir Walter Buller, Mr. Edwards, Major Kemp and others to the Native Land Court, for the purpose of obtaining confirmation of a mortgage to Sir Walter Buller by Major Kemp?—Yes.

105. And you say all the chiefs of the Muaupoko were present?—I would not say all the chiefs of the Muaupoko. There were several of them there.

106. Can you recollect who were there?—Rangimairehau, Raniera, Kerehi Tomo. I will not be quite sure of the latter.

107. Now you are so intimately acquainted with the Muaupoko that I would take your word for a very great deal concerning them. I will ask you, in plain words, will you tell this Commission that you would take the presence of Rangimairehau, Raniera, and Kerehi Tomo as properly and sufficiently representative of the Muaupoko Tribe?—In what case?

108. In any case?—In such a case as Sir Walter Buller's?

109. In any case, would you take those three chiefs as properly and sufficiently representative of the Muaupoko Tribe, as you know the tribe?—If it was in that particular block where Major Kemp holds the certificate of title I would be prepared to take Major Kemp alone.

110. Exactly; but that is not the question I asked you. I ask you whether, under any circumstances, you would consider the mere presence of Raniera, Rangimairehau, and Kerehi Tomo sufficiently representative of the Muaupoko Tribe?—If it were in connection with No. 11, where the whole of the Natives are in, I should say no.

111. Where have they at any time been appointed, or put forward, or advanced as a representative body of the Muaupoko Tribe, as you know the tribe?—They have been in some cases.

112. Do you know one case in which they have?—In the case where they interviewed the Premier; they were appointed by the tribe in that case.

113. And it was a special appointment of them by the tribe?—Yes; when I say the tribe, I mean those people who were living at Horowhenua.

114. With the exception of a few, and therefore they were not a representative body of the whole tribe?—Not of the whole tribe.

115. And in that case you say—of course I take your word for it—they were appointed specially by the persons who did appoint them?—Yes.

116. How could that special appointment make them generally thoroughly representative of the tribe?—Raniera is a chief of the Muaupoko, and one of the principal men who live at the lake; so is Kerehi Tomu.

117. They are all chiefs in a certain way, but are they representative chiefs? Do they represent the Ngatipariri, for instance?—In some cases they did.

118. When they were specially appointed for the specific purpose?—Yes.

119. But were they so appointed by Warena when this mortgage was brought before the Court?—I would not be prepared to swear that.

120. You say again, with reference to some meeting with the Premier, that you had seen a notice that Sir Walter Buller put in, purporting to be a notice from the Muaupoko Tribe, that they would not allow any dealings with No. 11 Block?—Yes.

121. What do you mean by the Muaupoko Tribe, in that particular instance?—Those who are living on the land here.

122. All of those who were living on the land?—I would not care to say all, because there are a few who do not agree with each other, and there are a few followers of Wirihana Hunia, who do not agree to anything proposed by the other party.

123. Was it the Muaupoko Tribe who put that notice in the paper relating to Block 2?—Do you want names? I could mention a few of them.

124. Mention them?—The followers of Major Kemp should know them as well as I do.

125. And do the whole Mauapoko Tribe follow Major Kemp?—Not the whole.

126. *Mr. Stevens.*] Do you say, Mr. McDonald, that you paid Major Kemp £4,000 in all from 1886 up to the present time?—It may be a little more or it may be a little less.

127. Was there any portion of the sum of £4,000, held in your hands in trust or otherwise to tally, withheld from Major Kemp and people pending the settlement of any dispute?—No.

128. How was it that you paid in one sum £1,300 to Mr. Southey Baker?—That was back rent owing by my brother. Baker was acting for Major Kemp.

129. Do you know for what purpose that sum was paid to Mr. Baker, whether it was for his own fees, or for what purpose?—I have not the slightest idea.

130. Is it your impression that it was for his fees?—I would not care to say.

131. With regard to the £4,000 paid, do you know what that was paid for?—I do not.

132. You have told the Commission that, in your opinion, most of it was paid by Kemp for the purpose of defraying the law-costs incurred by him in contesting his case, against whom?—Against Warena Hunia; that is my impression.

133. In reply to Sir Walter Buller, I understood you to say that the Papaitonga land was worth not more than 2s. 6d. per acre per annum?—The bush portion.

134. At the present time what would you say that No. 10 is worth, that is the 800 acres sold to Sievwright. I am not asking you to take its value with improvements, but its "prairie value"?—It is not worth more than 1s. per acre.

134A. I mean for selling purposes?—It is very hard to form an opinion, because there are sections that have been sold for 65s. and 70s. for the quarter-acre.

135. I am not speaking of it as township land, but as a whole. How much per acre do you think the 800 acres would be worth?—I would not be prepared to say, and you cannot form an opinion. It is so close to town that you could cut it up into small sections.

136. In Block 3 there was some land cut up into 105-acre lots and sold. Do you remember how much that realised at auction?—I do not think it was sold by the Government.

137. No, by Gorton and Abraham?—Part of it brought £8 5s. an acre.

138. What was the lowest price it was sold for?—I think £7.

139. *The Chairman.*] When?—

140. *Mr. Stevens.*] In 1892, I think. Do you consider that Block No. 10 is very much inferior to the block sold by my brother, Mr. McDonald?—Yes, very much.

141. Do you think it very much inferior to the Papaitonga Block?—No, I do not. There is no waste land upon the block sold by your brother.

142. Do you consider the Papaitonga Block inferior to the block sold by my brother?—I believe, in regard to the nature of the soil, it is equal.

143. You believe the soil on the Papaitonga Block is equal to that on the block sold by my brother at from £7 to £8 5s. per acre?—Yes.

144. Supposing you were to cut Papaitonga into four blocks, and offer it for sale to-day, in your opinion what would it realise?—I would not care to say. It might fetch £10 an acre.

145. Do you believe it would realise in the market £7 10s. per acre?—With the lake included?

146. Yes?—I believe it would, including the lake.

147. With regard to the Muaupoko and Ngatipariri, were any of the latter included in the lease your father originally held, and participated in any money he paid, or have you paid the Ngatipariri any part of the rents spoken of?—No, I have not.

148. Do you know whether there is a tribal or hapu boundary between the Ngatipariri and Muaupoko?—No.

149. You have only leased north of the Hokio Stream?—Yes.

150. And you have never paid any rent in respect to the land south of the stream?—The lease I spoke of was signed by Major Kemp, and only as chief of the Muaupoko and Ngarauraus.

151. Well, the fact is this, that Major Kemp does not appear to have exercised any right or control in the matter of leasing the land south of Hokio Stream?—It never has been leased since 1873.

152. Has Kemp ever exercised any right of ownership over the land south of the Hokio Stream?—He acted as chief of the Muaupoko Tribe over the whole block.

153. Has he ever offered to lease you land to the south of the Hokio?—No, he left that to the tribe. They have grazed sheep and cattle there since 1873.

154. That was the Muaupoko and Ngatipariri?—Yes.

155. Then this appears to be the position: that Major Kemp leased the land to you, receiving the rents, and, as you say, used it for the purpose of defending himself against Warena Hunia. Is that so?—Yes; he was defending the Muaupoko.

156. I should say he was defending himself. How do you make out he was defending the Muaupoko?—If you look at his evidence it will show.

157. He was endeavouring to protect the land for which he was receiving the money?—He was protecting the whole block; he was protecting the portion that they run their stock over.

158. Against whom?—Against Warena.

159. Did you ever hear that Warena wanted to deal unfairly with the Natives?—I heard that he declined to give any portion to any of them; he claimed it as his own.

160. The land was awarded to him in the Native Land Court; therefore, he had a right to admit or exclude anyone he chose. Was that his statement?—Something to that effect.

161. Therefore, in your opinion, Warena did not believe that he was holding it in trust?—I heard him say in the Supreme Court that it was his own sole property, and that he was not holding it in trust.

162. *Mr. Morison.*]—I notice in this lease of 1867 that the boundary begins at Teuamairangi; that is, north of the Hokio Stream about half a mile up the beach?—Yes.

163. And this lease is a lease of the land from Teuamairangi to the boundary of Ngatihua?—Yes.

164. This is the lease from the Muaupoko, and it also contains Whatanui's name?—Yes; he owned part of that land at that time.

165. That is the land north of the Hokio?—That is so.

166. When were you born?—In 1859.

167. Then your memory would date from early in the sixties?—Yes.

168. Who were the principal people exercising acts of ownership south of the river, as far back as you can remember?—Te Whatanui.

169. But who were associated with him?—Tuaenuku, Watene te Waiwai, and a few others.

170. Can you remember who they were?—There is an old man named Te Whiti.

171. Do you remember a chief named Tamaianewa—he was Tuaenuku's father?—Yes.

172. Tuaenuku was also known as Tere Whatanui?—Yes.

173. Do you remember Kararaina living on this land?—Yes.

174. Who did she live with?—She very seldom lived on this block. She was married to a European named Nicholson.

175. Nicholson was living on it?—Yes.

176. Do you remember Hitau and Tauteka?—Yes.

177. They all lived on this block with Te Whatanui?—With the exception of Hitau.

178. Hitau was the only one not married?—Yes.

179. But these people were always looked upon as Whatanui's people?—Yes.

180. Who cultivated at Otawhaowhao?—I recollect, when I was a boy, the old man Tamaianewa, Te Ropiha, Nerchena, and a few others.

181. Do you remember who they were?—I think Tuaenuku.

182. He was Tamaianewa's son?—Yes; Waretini also lived there, and Tamaianewa.

183. Waretina was the elder brother of Mrs. Nicholson, was he not?—Yes.

184. Do you know where Edward Nicholson and Emma Winiata are living now?—Yes. [Witness indicated the place on the map.]

185. Who was living and cultivating at Kouturoa, as far as you can remember?—Te Whatanui first of all, and a few who were living with him.

186. As a matter of fact, speaking before the Court of 1873, was not the land to the south of the Hokio, right on to Waiwiri, looked upon as belonging to the various sections of the Ngatiraukawa?—Yes.

187. Where did the boundary of the lease run?—North of Hokio Stream. [Witness indicated the boundary on the map.]

188. Do you know of any boundary between Whatanui's people and the rest of the Ngatiraukawa?—Yes.

189. Where did that boundary run?—Down by Mahoenui.

190. Where did it strike the sea?—Somewhere south of the lagoon which is near the sea-coast.

191. That was a recognised boundary of Te Whatanui's people and the other hapus of Ngatiraukawa?—Yes.

192. Were these definitely recognised boundaries in your time?—Yes.

193. *The Chairman.*] That was prior to 1873?—Yes; I have seen these people disputing over the boundaries over and over again.

194. *Mr. Morison.*] That is the Ngatiraukawa amongst themselves?—Yes.

195. *The Chairman.*] Did you give evidence, Mr. McDonald, in the Native Land Court in 1873?—No.

196. Was your father living then?—He gave no evidence; he was not called.

197. *Mr. Morison.*]—When did you first remember Whatanui te Waiwai?—I remember him when a little boy; he lived close to my father, and he used to come down and play cards with us every night.

198. When the war broke out on this coast do you remember his going over?—I do not. It was after he came back from the East Coast that I remember him definitely.

199. You had heard of him before that?—Yes.

200. After he returned from the East Coast was he looked upon as one of the people on the land?—My father used to pay him rent; afterwards we had a lease of the land to the south of the stream down to Waiwiri, and when Te Whatanui died the Nicholsons turned our sheep off and pulled down our fences, and all that sort of thing. My father came to some arrangement with him to allow our milk cows to run on that side of the stream, and paid Te Whatanui something for them. I remember at one time he got in payment for it two steers.

201. Of course, since the Court of 1873, Nicholson's and Whatanui's people have continued to live at Raumatangi on the adjoining land?—Yes.

202. Did they put sheep on after your father's occupation was determined?—Yes.

203. I think your father wished to recognise some personal claim under a will of Whatanui's. Was not that the reason of the dispute?—I think there was some will.

204. There was some alleged will from Whatanui, and your father thought he ought to recognise that—some sixty acres near the sea-coast at the mouth of the stream. Was not there some dispute between Whatanui's wife's relations and his own immediate relatives?—I do not remember.

205. You do not remember your father recognising the will in favour of the wife's relations?—No; I remember the wife's father living there.

206. Who lived at Rakauhamama?—I do not remember who lived there.

207. Do you remember Watene te Whiwhi going there at all?—No.

208. Who lived at Kouturoa before 1873?—Te Whatanui and an old man called Tamati Manu and his children.

209. Who was the leading chief of the Muaupoko in the old days before the Court?—Taeuki was supposed to be.

210. *Mr. Fraser.*] Major Kemp is supposed to have said this in a Supreme Court case: "McDonald gave you security for £2,000 back rent did he not?—Not that I know of. In 1888?—He did not mortgage to me. Do you say he did not give you a mortgage for the back rent?—That was later when he could not pay the rent. Did you get back the £2,000, or most of it?—Hector did not pay, and John and his mother went into it, and they paid it." Can you tell the Commission what date that £2,000 was paid to Kemp?—In 1889, I think.

211. Was it before the partition of Block 2 in 1890?—Yes.

212. You say that you believe that £2,000 went in liquidating expenses in fighting Warena?—I did not say that the whole of that £2,000 went.

213. What you said was that £4,000 went, in which this £2,000 was included?—The greater part of the £4,000.

214. Then the greater part of £4,000 would be £3,000, so you admit that some of the £2,000 went in fighting Warena?—I paid Kemp one cheque of £400 through Southey Baker, and next £1,300 to Baker also.

215. It was before the Court of 1890 that you paid the £2,000?—Yes.

216. And you believe that that money went to pay expenses in fighting Warena?—I would not say that £1,700 went in disputes with Warena.

217. Perhaps you will tell the Commission what dispute had occurred in 1890, in or out of Court, between Kemp and Hunia?—I know nothing at all about it.

218. There was no dispute prior to 1890, and yet you paid Kemp £1,700 which unintentionally no doubt, you led the Commission to believe went in paying expenses?—I did not intend to lead the Commission to believe that.

219. Now, Kemp says that £2,000 went in the same way as the £6,000 did. I suppose that would be fairly correct?—I cannot tell you.

220. Now you paid £1,300 and £400 to Baker. Do you know in what case Baker acted for Kemp?—He was acting for Major Kemp in 1890.
221. Do you not know of any other Court he acted in?—I am not prepared to swear to it.
222. Regarding this mortgage at Wanganui, can you tell us what time in the morning you went into the room at the hotel with Sir Walter Buller, Mr. Edwards, and the Natives?—It might have been 11 o'clock.
223. Do you know what time in the afternoon you went before Judge Ward?—I do not.
224. It was all in the one day?—I believe it was.
225. You also say that Raniera and other Natives, and yourself went before the Trust Commissioner. Did they make any objection to the mortgage?—I did not hear them.
226. But they agreed to it?—I did not hear them say anything in the Court.
227. Do you know that when they were taken and shown the mortgage they made no objection to it?—I suppose so; I am not prepared to swear that. They went there, but for what purpose I am not prepared to say.
228. Have you seen Ihaia Taueki lately?—Yes.
229. How is he mentally? Do you think he is fit to come before the Commission?—He is very deaf and blind.
230. How long has he been deaf and blind to your knowledge?—He has been very deaf for some time, and perfectly blind. He is a very old man.
231. *Ru Reweti for Mr. Baldwin.*] You have been speaking of what you know yourself in reply to what Mr. Morison said?—Yes.
232. Do you know the principal settlements of Te Watene and his nieces?—Yes.
233. Was Horowhenua their principal settlement, or was their principal settlement another place?—One was married to Martini; she lived in Otaki.
234. Do you not know that Muhunoa was the residence of Te Watene?—I do not; I was not born when he was there.
235. At the time they were living there, which Watene lived there, because there were many Watenes?—I only know the Watene who died near the Manawatu—Watene Tutaki, I believe. He died at a place called Horikori, on the Otaroa Block, and not at Horowhenua.
236. Do you know that that Watene was the son of the old Te Whatanui?—I believe he was.
237. Do you know the children of Whatanui who resided there before were Te Tahuri and Hani?—I do not remember.
238. Did you hear that that was the case?—I did.
239. Do you not know that the mana of Whatanui descended to the other Whatanui and his descendants?—I believe it did.
240. And did not your father lease this land from Te Whatanui and Tutaki?—Yes, and two or three others. I believe he was the recognised chief.
241. Do you not know in your day that Aratongata was Caroline's place of residence?—Yes.
242. But Tauteka's principal place of residence was at Otaki?—Yes; she was the wife of Martini Tewhiwhi.
243. Do you recollect the time of the meeting of Kupe?—Yes, I recollect the meeting quite well. I was quite a boy. I do not recollect what was said. My father gave evidence there.
244. Your father spoke at that meeting and there was a committee and chairman appointed?—I believe there was, but I do not recollect anything said, or whether there was a committee or not.
245. Do you not know that Whatahoro was there and took down everything in writing?—I have heard since that was the case.
246. Do you not know that Watene wanted your father to pay him some rents until Pomare arrived?—I believe so, because they turned my father's sheep off.
247. And you know that when Pomare came here your father paid the money to Pomare?—I would not swear to that, as I was very young. I recollect the time that Pomare came over from the Bay of Islands.
248. Do you know when Watene first commenced to reside on this land?—No.
249. Do you recollect hearing?—No.
250. You know that the lands belonging to Te Whatanui were afterwards taken up by Te Oahau?—I do not know that he took all the lands.
251. I will name the land: you know Tuhoroa; that is said to belong to Te Whatanui, and because no one got up to dispute it, and there were no descendants of Te Whatanui, it was given to him?—I know they own part of this land now. I do not recollect when it was put through the Court.
252. You do not know how they hold it?—Under Crown grant or certificate of title.
253. Do you know the reason that No. 9 was given to the descendants of Te Whatanui?—After 1873 there was some disturbance, and the Muaupoko burned down some houses. That is the only reason I know why it was given. I cannot say more definitely. I know there was a dispute, and Paki Tapaia and several others came and built a fighting-pa.
254. You do not know for a fact why it was given?—No.
255. *Kipa te Whatanui.*] Do you know that there is a boundary called Tauateruru? Is it on this side of the Hokio or on the other side?—It is to the north.
256. Is that not the reason that Te Whatanui's name is in the lease, because it is his land?—I believe it is.
257. Do you not know that he got £10 a year for it?—I do not know the amount he got.
258. Your father lived close by the mouth of the stream?—Yes; I was born there.
259. Did the Muaupoko bring your people to reside there, or did Te Whatanui?—It was before I was born; I could not say.
260. Do you not know that the land was leased by your father right down to Raukahamama, and inland?—Yes, it was,

261. In 1873 the mana of Te Whatanui ceased on this land?—Te Whatanui died in 1869.

262. You are quite certain that No. 9 belonged to Te Whatanui?—Yes.

263. By what right do Nicholson's children live there at the present time?—I could not tell you.

264. Did you know of some trouble that existed between Muaupoko and the descendants of Te Whatanui after 1873, when they armed themselves with guns?—Yes.

265. Do you not know that Sir Donald McLean came and asked these people to meet at Otaki; to put an end to the trouble?—I believe it was my father who sent for Sir Donald McLean.

266. Did you hear what Sir Donald McLean said to the assembled Natives on that day?—I do not recollect what he said.

267. Do you not know that that was the cause of No. 9 Block being given to them?—I believe it was.

268. Is not the piece of land that Matoria and others are on the place where you and your parents used to live—about 100 acres?—There are over 100 acres in the whole, but not in the portion that is fenced in.

269. It is very good land, is it not?—Yes.

270. And are the eel-weirs and the settlement not outside the boundary of No. 9?—Yes.

271. Do you think, if Kemp had been generously disposed, he should have given them the part that is outside, and have included it in No. 9?—I am not prepared to say. He has been very generous to my people.

272. Do you not think the reason that he has left the eel-weirs and plantations outside the boundaries is that he wants them for himself?—I am not prepared to say.

273. Have not Te Whatanui and his people been living there for over fifty years?—I do not know how long. They have been there as long as I can recollect.

274. According to your English law, is it not a fact that if a person lives on land for fifty years it becomes his own?—I am not aware of that.

275. Do you not know that Sir Donald McLean gave some money for this portion south of No. 9 boundary to Keraipe te Puke and others after the Court of 1873, in connection with the disturbance at Horowhenua?—I believe he did.

276. Do you not know that it was in the same month that No. 9 was given to the descendants of Whatanui, and that a thousand pounds was paid?—I do not know exactly when it was.

277. Do you not know that the 1,300 acres and £1,000 was given to settle the disturbance that had arisen about the land?—I have heard since that that was the case.

278. With regard to Kemp and Kawana, who was the cleverer man of the two?—I am not prepared to say. I have had no dealings with Kawana.

279. *Mr. McDonald.*] You remember the Court of 1873—you were about fourteen then?—I just remember it.

280. Putting together what you remember, and what you have heard since, the case before the Court in 1873 was as between Ngatitua on one side, and Muaupoko, Rangitane, Ngatiapa, Whanganui, and the Ngatikahungungu on the other; and the subject of investigation was the title of the land from Manawatu to Kukutauaki?—I do not know who the tribes were. I was too young to recollect.

281. You remember the Ngatiraukawa were a party to the case?—Yes.

282. Was there any distinction made between Te Whatanui's family and the other branches of Ngatiraukawa, or was it Ngatiraukawa as a whole?—I do not recollect.

283. *Sir W. Buller.*] *Mr. McDonald* asked you whether the men you named were represented as chiefs. Do you not know that they were selected by the Muaupoko Tribe to give evidence against Warena?—Yes.

284. It was an action by Kemp on behalf of the tribe?—Yes.

285. And instead of going as a body, they sent certain representative chiefs to give evidence on behalf of Kemp?—Yes.

286. These very men were among the representative chiefs who brought the action?—Yes.

287. You said that nearly all the Muaupoko followed Kemp. Is it not a fact that all the resident Muaupoko follow Kemp, except the little hapu which we call Ngatipariri?—Yes, and a few of the latter go with Kemp.

288. In regard to the value of the land that Kemp sold at Papaitonga, is it not within your knowledge that land adjoining was sold to the Government after I took my lease at £4 an acre?—Yes.

289. Is it the same quality of land as the land I occupy?—Yes; there is a small portion of shingle on the State Farm.

290. And there is more waste land on mine than that?—Yes.

291. You were asked by a Native witness about a boundary which you understood to lie between Whatanui's people and Keraipe te Puke. Do you not know that the Land Court of 1873 laid down the southern boundary as the boundary from those people?—[No answer.]

THURSDAY, 9TH APRIL, 1896.

NEVILLE NICHOLSON (Te Aohau) re-examined.

1. *Mr. Morison.*] Where is your home at present?—I am residing at Wanganui.
2. When did you go there to live?—I think it was in 1884, but I have been going backwards and forwards from Horowhenua.
3. Your wife belongs to Wanganui?—Yes.
4. Where were you born?—At Manawakaikiekie.
5. Who were the people who lived on that land?—Te Whatanui and his children and relatives.

6. Is it customary for a chief of Whatanui's dignity and rank to live always in one place, or had he, as a matter of fact, various places in the district where he lived?—He had settlements at Manawatu, Horowhenua, and Otaki.

7. Will you give shortly your genealogy, showing the people represented by Mr. Davies and the people whom you represent?—[Genealogy produced and marked "N."]

8. With regard to the disputes on the land previous to the Court of 1873, between whom were the disputes?—Between the Whatanui people and Muaupoko.

9. How far back can you remember?—As far as 1861 or 1862.

10. Who were living on this land as far back as you can remember—Raumatangi and the neighbourhood?—Watene and his wife, Whatanui Tutaki, Heni Puororangi, Caroline, Hitau and her husband, Ranginui, Waratini te Maianewa and his child Tuainaku, Te Manae, Horina and her husband Mimaiaapa, Te Wiiti, Kotia, and others.

11. Did these people come from Maungatautari Waikato with Te Whatanui?—Yes.

12. Will you state shortly what led to Te Whatanui coming down?—It was in consequence of a call from Waitohi, sister of Te Rauparaha. She said, "I want them to come here, they are as the hairs on my feet." That was the expression she used. That was how Te Whatanui came down here. Then, when he came down here, Te Rauparaha gave him this land, from Kukutauaki to Rangitikei.

13. Then Whatanui and his people had other lands than Horowhenua to the south of Manawatu?—Yes, both north and south.

14. To whom did the Native Land Court award the other land of Te Whatanui?—They gave it to the people who were left on the land.

15. Who were these people?—The land was given to the children of his sister Caroline, and others.

16. Did the people whom you are now representing get the whole of the land of Te Whatanui awarded to them by the Native Land Court?—Yes.

17. Was any claim made by Pomare to any of this land at all?—No; the custom was this: those sections of the tribe which did not come here at the time of Te Rauparaha had no interest in the land; it was only those who came here. People who left Mangatautari to come here had, by coming here, lost their claim to that place. If their relatives at Mangatautari chose to let them into that part of the land, well and good; but otherwise they had no claim.

18. They put them on it out of consideration, did they not?—Yes, and the same here.

19. You remember Watene, as far back as 1861, on this land?—Yes.

20. So far as you heard from your people, he had resided constantly on it up to that time—from the time when he came from Waikato?—Yes.

21. Did he remain constantly on this land from 1861 up to the time of the Court?—In 1865 there was a fight at Oamaru, when the Hauhaus were fighting the Europeans, and he went there to fight.

22. When did he return to this land?—When the end of the fighting came, about 1869.

23. Your father was a sheep-farmer on this land, was he not?—No, it was my uncle.

24. Where did your uncle live who afterwards married your mother?—He went and lived at Porokaiaia, where he had leased some land in 1864; just before that he was at Horowhenua.

25. The land he leased at Porokaiaia was also part of Te Whatanui's people's land?—Yes.

26. The land in which your father was afterwards put as owner?—Yes, and also in the land at Porotawhao.

27. Did Te Whatanui, during the time your father lived there, go and reside there?—Yes, it was one of his principal residences.

28. And did your mother go and live occasionally at Horowhenua with him?—Yes.

29. Where did Whatanui Tutaki die?—At Wharekawa, in the Oturoa Block.

30. What were the circumstances under which he died? How did he come to die there? Was he brought there by anyone?—He went up from Horowhenua to that place with his children and died, and then he was brought back and buried at Horowhenua.

31. When were the first disputes about this land? Who was it that instigated the disputes with regard to your people on this land?—It commenced amongst ourselves with Riria. That was the disturbance that was the cause of Hector McDonald's sheep being driven off.

32. Was that after Te Whatanui's death?—Yes.

33. It resulted in Hector McDonald's sheep being driven off the land at Hokio?—Yes.

34. What was the next difficulty that arose?—The second disturbance was in connection with the house Kupe.

35. What led up to that? Who instigated that disturbance?—Kawana Hunia and the Muaupoko.

36. Is it not a fact that Kawana had been trying for some time to drive the Ngatiraukawa down to Otaki?—Yes; he began that when we were at Rangitikei.

37. That was before the Court of 1873?—Yes, it was in 1870.

38. Was there any quarrelling about the building of Kupe?—Yes; Watene said to Kawana that he had better not build a house, but Kawana would not take any notice. The building of the house was a defiance. When the house was finished, Kawana summoned all the tribes round about to assemble at it, and a committee sat there to consider the boundary called Tauateruru.

39. The whole of these disputes between Kawana and you were over the boundary claimed by you and the boundary claimed by him?—Yes.

40. The dispute was over the boundary running from the sea-coast at Teuamairangi, running across to Tauateruru?—Yes.

41. That was really the first disturbance between you and Muaupoko at that time?—Yes.

42. That disturbance go on for any length of time before the Court? How long before the Court of 1873 was Kupe built?—About three years.

43. Then it was before 1871 that Kupe was built?—Yes; I think it was commenced in 1869, and finished in 1870.
44. Then, these disputes continued between you and the Muaupoko right on until the Court?—Yes.
45. A committee sat at Kupe to define the boundary?—Yes.
46. Did they decide anything at that committee?—The committee at Kupe brought the boundary down to Panuianarama.
47. That is north of the River Hokino?—Yes, it is a hill close by Kupe.
48. Then Caroline and Tauteka commenced to get this land surveyed off?—Yes.
49. Where were the first whares burnt down after the building of Kupe?—At Kopu te Roa, near the lake.
50. Was that shortly after the building of Kupe?—Yes.
51. Can you say whether it was in consequence of these disputes at the building of Kupe and the burning of these whares that Sir Donald McLean sent Mr. Travers, as a Commissioner, to inquire into the title and occupation of this land?—Yes; it was a very great disturbance. The Muaupoko built a pa, and we also built a pa when the houses were all burnt.
52. Where did you build the pa?—At Tawa, to the north of No. 9.
53. Where did the Muaupoko build their pa?—At Pipiriki.
54. It was after the building of these two pas that Mr. Travers was sent as Commissioner?—Yes.
55. Up to the time that Mr. Travers was sent to inquire, all the disputes between yourselves and Muaupoko were as to the land between Taua-te-ruru and the Mahoenui boundary?—Yes.
56. Do you know who granted the lease of that land to the south of the river in Tutaki's lifetime?—He leased it to Hector McDonald.
57. Where did you build the pa?—At Tawa, to the north of No. 9.
58. Where did the Muaupoko build their pa?—At Pipiriki.
59. Was it after the building of these two pas that Mr. Travers was sent as Commissioner?—Yes.
60. Up to the time that Mr. Travers was sent as Commissioner all the disputes between Muaupoko and yourselves were as to the land between the Tauateruru boundary and the Mahoenui boundary?—Yes.
61. Did you know who granted the lease of this land in Tutaki's lifetime?—He leased it to Hector McDonald.
62. Did he lease it as far as the Tauateruru boundary?—Yes, and beyond, about a mile north of the Hokino.
63. Between whom was the Mahoenui boundary?—It was between Whatanui and his children and Te Paea.
64. The southern part was occupied by Te Paea, mother of Keraipe te Puke, and the northern part by Whatanui and his people?—Yes.
65. Do you know whether that boundary was recognised by Watere and Puke?—Yes, they all knew about it.
66. This was really the boundary between Te Rauparaha's people and Whatanui?—There were a great many hapus on the southern side of Mahoenui. There were Te Paea, Aperahama te Ruru, Horomona Toremi, and a great number.
67. I suppose your mother and sister appeared in the Court for the investigation of title of 1873?—Yes.
68. Did Pomare appear in the Court or take any part in the proceedings at that time?—No.
69. After you were beaten at that Court, was there an application for a rehearing sent in to the Government by Ngatiraukawa?—Yes.
70. Do you remember who sent it?—Whatanui, Tauteka, and Caroline.
71. Was the rehearing granted?—No.
72. After the Court, did you continue living on the land?—Yes.
73. With regard to the disturbance after the Court up to the time of the burning of the whares at Raukahamama, were there continual disputes between you and Muaupoko?—Yes; that was the biggest disturbance. The trouble began in 1873 after the Court.
74. Will you state as shortly as you can what took place with regard to the burning of the whares at Raukahamama?—When Kawana arrived he came for the purpose of leasing this land to Mr. Bull. He came to Horowhenua, and Watene told Mr. Bull they had better go back: "I have not finished fighting for this land yet; I have sent an application for a rehearing." Then Kawana and Mr. Bull went over the land to have a look at it. When they came back, they went to Horowhenua to where Muaupoko were, and then Kawana sent people up to burn the houses at Mahoenui and Raukahamama, and they burned them. We did not know they had been burned. There was no one there at the time. They also pulled up the potatoes that were in the ground.
75. In what month was that?—It was in November or December.
76. Were there a large number of Muaupoko who took part in that burning?—We did not know; we did not see them. There were three people who were seen going, and they were accused of it; but we do not know who the others were. After sometime we heard from the Muaupoko themselves that the houses had been burned, and we went up to look and found it was so, and that the crops had been destroyed. Then the people of Muhonca and Waiwiri collected and came and met us at Horowhenua.
77. Was there any further burning after that?—No.
78. Did the Otaki people come up?—Presently. Watene, Te Puke, and Roera Huhukiki commenced to talk, and they determined that they would fight. They started out in the morning, and they got to Kupe; and the Muaupoko expected their attack and they were prepared to meet them,

and they commenced firing at each other. There was no one killed. They kept on firing at each other, but no one was killed or hit. The same day Mr. Booth arrived. He was the Commissioner at that time. He went in between the parties who were firing at each other. The same day the Ngatiraukawa came from Otaki. About four hundred or five hundred people arrived, and they came to our settlement at Horowhenua. Then there was a good deal of war-dancing and other Native customs gone through. They asked if any one had been killed. Mr. Booth told them that no one had been killed, and he spoke to Ngatiraukawa and told them they had better return. The chiefs of Ngatiraukawa said, "We will consent to go back, because no one has been killed." They left the people who were immediately concerned to do the fighting, and in the morning they returned to Otaki. We remained behind to build our pa, and we strengthened the old pa. Booth remained, too, and he said that the Muaupoko were not to cross to the other side of the stream, and *vice versa*. We then burned the houses of the Muaupoko, and we also consumed their crops. Wi Parata was a Minister at that time, and he used to come up to us. He came up to tell us to cease fighting.

79. How long did this state of things go on?—It went on for one or two months.

80. Was there any more fighting?—They used to fire. Before Sir Donald McLean came to Otaki they sent up some troopers, who were placed at Otaki, and patrolled along the beach between there and Foxton—ten or twenty of them. When McLean came to Otaki they sent a man to both Watene and Te Puke to come to Otaki to discuss matters. They said, "We refuse to go to Otaki; this is the best place to discuss it, where the trouble is." McLean then sent a notice to the chiefs of Manawatu and Ngatiraukawa to come to Horowhenua and bring Watene and Te Puke. About a hundred of them came to Taua. When they came there they tried to persuade Watene and Te Puke to go with them, but they refused. They were talking all night, until daylight, and then Watene and Te Puke gave in and said they would go to meet McLean. We heard of their consent, and were very angry about it; so we started off in the morning with our arms and commenced firing at the Muaupoko. After that we returned to the pa, and then the Muaupoko came after us and they fired volleys at our pa.

81. *The Chairman.*] You say no one was hit?—No; Mr. Booth was the only who was nearly killed. I was sitting close by him, and one bullet knocked his hat off; and he went back to Otaki after that.

82. *Mr. Morison.*] Did any of the bullets come near you?—I will continue my story, and you will see. The men in the pa said, "Now we will charge outside the pa." All the chiefs of Ngatiraukawa who came up from Manawatu assembled, and rushed to the gates to prevent these people going out. Then Watene and Te Puke and the chiefs went down to Otaki. When they got to the beach they met a large party of Ngatiraukawa coming up with their guns, who had heard the firing. The chiefs of Ngatiraukawa tried to get these people to return, but they would not listen, and came on and came up to the pa. We were assembled there about fifty strong. They did not stop at our pa, but went straight on, and we went after them and commenced firing again till the evening. But there was no one killed on either side. I was very nearly hit myself. After that, in the evening, we went back to our pa. That night some chiefs of Ngatiraukawa came up to our pa. They had been sent from Otaki by McLean. We talked about this for some time, and in the morning we all went up to Otaki.

83. Have you seen this printed report of the meeting, held on the 13th January, at which you were present?—Yes.

84. Is it a fair report of what took place?—Yes.

85. Were any of Pomare's people there?—No.

86. Do you remember a meeting between McLean and the descendants of Whatanui?—Yes.

87. Which of the descendants of Whatanui were present at that meeting?—Watene, Tauteka, Caroline, myself, Te Puke, and others of Waiwiri. It was only the people who were connected with the trouble that had arisen about this land.

88. Do you remember Watene speaking at this meeting?—Yes; he commenced to tell of the troubles that had occurred about the land before the Court and afterwards.

89. Do you remember whether Tauteka and Watene went down before you did?—Yes.

90. Have you heard whether there was any other meeting before the one at which you were present?—Yes; the older men went first and we followed afterwards.

91. What expression was used when referring to Watene and his people at this meeting. Did they describe them as the children of Whatanui or otherwise?—That was the name that was given to them—the descendants of Whatanui. The Ngatiraukawa used to describe them as the "uri" of Whatanui, to distinguish them from the other Ngatiraukawa.

92. Did you ever hear that expression used at these meetings before McLean?—Yes; they were referred to as the children of Whatanui.

93. Those were the people who at the time of the dispute were living at Raumatangi?—Yes.

94. Did the Ngatiraukawa refer to Puke and his people when they spoke of the children of Whatanui?—No; that name was only for us, the people who occupied to the north of the Mahoenui; but Puke and his people were closely related to us.

95. You understand English fairly well, do you not? You are an Assessor of the Native Land Court?—Yes; I have been one for some years.

96. According to the use of the word "uri" in Maori, when used with reference to a person of rank, what did the word include?—Supposing there was an individual, and that person had two brothers, and the two brothers had children, and so forth, they would be all spoken of as "uri." It would include nephews and nieces and the descendants of those nephews and nieces. For instance, there is Te Whatanui. If he had children, and they were not strong enough to maintain his name and prestige, but his brother's child should have sufficient power, he would be the "uri," and not Whatanui's own children. "Uri" is really the chieftainship of the person. Chieftainship does not descend from parent to child. It is only taken up by those individuals who have strength enough to take it up.

97. And the Ngatiraukawa used to refer to Watene and you and the particular people who lived at Horowhenua as the "uri" of Whatanui?—Yes. There was Te Rauparaha. He had a son called Tamihana. The sister of Te Rauparaha was called Waitohi, who begat Topiora, who begat Matene te Whiwhi. When Te Rauparaha died the "mana" did not descend to Tamihana, but came through his sister's son, Matene te Whiwhi. Matene te Whiwhi would be described as the "uri" of Te Rauparaha.

98. Pomare claims to be the representative of Whatanui. From the time of the Court, through all the dispute of the Muaupoko, during all the time when you were on the verge of a conflict with them, in all your difficulties, has Pomare taken one step to assist you against the Muaupoko or fight your battles for you?—No.

99. Until there was some land to divide, did he put in an appearance at all?—No.

100. After the meeting at Otaki, what did you and your people and Puke's people do?—When we had finished our meeting at Otaki, and when Taupeka and Watene and Puke had finished what they had to say, McLean said, "I shall take the whole of you on to Wellington, and, when we get there, I shall consider some plan by which all this trouble will be settled."

101. You said that Watene and Puke agreed to leave the matter in McLean's hands?—Yes; it was in consequence of that he took them to Wellington. He said, "Leave it to me, and I will seek out a means of settling the disturbance."

102. Did you go to Wellington with McLean?—All the people who took part in the meeting were taken by McLean to Wellington.

103. *The Chairman.*] Did the Muaupoko go with them, or did they go subsequently?—No; Kawana by this time had arrived at Horowhenua, but he did not go on to Otaki, because he was afraid to. Mr. Stevens went instead, and the troopers, and he made an escort for Kawana. That day we all went to Wellington, and, after we had started, Kawana came on and arrived at Otaki, and followed us to Wellington; we arrived first, and Kawana and others came afterwards.

104. *Mr. Morison.*] Will you give the names of the people who went to Wellington?—Watene, Te Puke, Nerehana, Matene te Whiwhi, Tauteka, Rakapa and her husband, Horomona Toremi, Rakira, Kipihana, Roera Hukiki, and Hoani Taipua.

105. Do you remember whether Hene Kipa went?—No.

106. Was Kemp in Wellington when you got there?—No; we arrived in the morning, and in the evening we were told McLean had sent for Kemp.

107. Do you remember how long you were in Wellington? Were you waiting for Kemp any length of time?—About a week, and then Kemp arrived.

108. Did McLean interview you as to any settlement of the quarrel between you and the Muaupoko?—Yes; Mr. Booth came to us in the morning and said, "You had better collect at 3 in the afternoon, because Sir Donald McLean is coming to meet you"; and at 3 o'clock we all assembled at the Native Office, and McLean then came and talked.

109. Did Sir Donald McLean bring Kemp, or did he come alone?—Kemp was staying with us at the same house. Kawana Hunia was there, and the Muaupoko. I cannot state positively whether Kemp was at the meeting.

110. What did McLean tell you?—He addressed Watene and Tauteka, and said, "Listen to what I have to say. I have settled your disturbance, and the number of acres that is to be given to you, the children of Whatanui, that Kemp has given to me to hand over to you, is 1,300." Then McLean turned round to Puke and his people, and said, "Puke, your land was sold by your father Te Paea and Hukiki, and was purchased by Mr. Serang, but now I will give you £1,050 for the people who are living south of Mahoenui, and some reserves of land also for you"; and then McLean ended his talk, and Watene got up and said, "I thought, McLean, that you would have given me back all my lands." Then Matene te Whiwhi said, "You must be satisfied, and let it rest at that." And Tamahana, Te Rauparaha, and others got up and said, "You must agree to it."

111. About this time was there a document signed by yourself, Martini, and other Natives?—Yes.

112. Is this a copy of the document, as far as you can recollect it. [Document in Turton's book of deeds produced]?—Yes; we signed that document.

113. Can you remember if Kemp was present and signed this document at the same time as you did?—He was there, but I do not recollect his writing on it.

114. Just tell the Commission if you have a different descent from Watene—I am speaking now with reference to the land south of the boundary?—Yes, on this side, the Waiwiri side.

115. Under what hapu name were you known south of that boundary?—We signed under the name of Ngatipareraukawa.

116. These reserves of course were known, and spoken of as part of the settlement of this dispute, were they not?—Yes, they were spoken of in connection with the settlement of the difficulty. Te Whatanui and Te Puke and others said, "You had better send some one to have these reserves surveyed off at once." Sir Donald McLean said he would do so the first opportunity that occurred. We waited and waited for these surveyors to put in an appearance, and they never came. We were constantly writing about these reserves, and he answered, "Oh, Kemp is not here; we are waiting for Kemp."

117. Did you yourself speak to Kemp about those reserves to the south of the Mahoenui boundary?—Yes, I spoke to him about the matter in Palmerston in 1886.

118. At the time you were getting your own land?—Yes.

119. What did Kemp say?—He said, "Wait until it is finished"—that is, all the bother about this other lease and the dividing of the land off; and I agreed to that; and all the people who had a claim there came back from the Court to reside on their lands.

120. From 1886 until now, Kemp has also kept the matter steadily in view?—He says he has done everything he can to settle it, but he has not endeavoured to carry it through. When we had finished our talk at Palmerston about No. 9, Kemp asked for a list of names to be handed in.

121. I am coming now to the time between your meeting in Wellington, when Sir Donald McLean gave you this land, and the Court at Palmerston. During that time did the Muaupoko trouble you on this land?—Yes, they did cause trouble.

122. The trouble was from the boundary of No. 9 to the creek, on your own cultivations at Tawa?—Yes; when we erected houses they came and disturbed us, and said, “You must not build houses here.” We said, “This is our land; this is part of the 1,300 acres.” So when they came to build the houses on the same place, we went and objected also.

123. The 1,300 acres was agreed to be laid off at the Horowhenua Lake, was it not?—Yes; Watene insisted on its being there. Watene wanted to take it from the lake on to Hokio Stream as a boundary.

124. From the time this land was set apart, you have told us that the Muaupoko continued to trouble you, and right on until it was actually surveyed, till the Court of 1886. During all those years did Pomare ever come down to assist you, or to exercise ownership over this land?—No.

125. Who was it who perpetually appealed to the Government to interfere?—Watene, Tauteka, and Waretini.

126. Have you had handed over to you various communications from the Government with reference to the survey and these disturbances?—I have got letters from Watene. The Natives have died, but I have got the letters written to them.

127. Now, Tauteka proposed to build a house on land just outside No. 9, in the three-cornered piece to the north of No. 9?—Yes.

128. Did the Muaupoko Tribe prevent that?—Hoani Puhī came to us.

129. Did you take a letter to Kemp at Wanganui about that?—Yes.

130. Kemp admitted he had replied to that letter, telling Tauteka to build the house where she pleased?—Yes.

131. Did she build the house on that three-cornered piece north of the settlement?—Yes, the house is up now.

132. Is not this piece of land that has been left out a very good piece?—Yes.

133. And that is where your kainga is now?—Yes.

134. And your brother Edward and sister Emma?—That is where we are now; but all our old places have been shut out.

135. When you came to get this piece of ground, did you find that you had much power against Kemp in the Court?—Judge Wilson was angry with me when I got up to speak in 1886, and I was not allowed to speak.

136. So that you really had to take what Kemp chose to give you?—We tried to insist upon having that piece that has been left out. Kemp said we should have it. He said, “You can have it to within a couple of chains of the stream”; but afterwards, when the survey was done, we found that was not done. I went to Wellington to speak to the Government about it, but the Government said, “We cannot help you in the matter.”

137. Did Kemp say anything in Palmerston at that time about giving you the full area he had agreed with Sir Donald McLean to give you—that is, the 1,300 acres?—What he said to us in Palmerston was that he would give us 1,200 acres, and add on to that 100 acres, that would make the 1,300 acres. I said, “But that 100 acres is our own already, given to us by the Court; but this 1,300 acres is what Sir Donald McLean said we were to have.” He said, “No, my idea is that it is to be as I have stated.”

138. Was anything further done about the remaining 100 acres?—It was when Kipa sent in a petition to Parliament to have this land reinvestigated that Kemp got very frightened, and he sent for me and Ru to come to Wellington, where he would make a deed to give us over the 1,200 acres; but when we got to Wellington, Hoani Taipua spoke to me, and said, “Kemp has agreed to give you the 100 acres you have been asking for.” Hoani was then a member of Parliament, representing the Natives here. He also told us to leave it with Kemp, and he would give us the extra 100 acres. This created a disturbance in our minds, and we did not achieve what we were sent for. I got angry and let the thing go. I said to Hoani Taipua, “I do not want any deed made by the lawyers about this land, because Kemp did not give us this land when we went to Wellington. It was Sir Donald McLean who gave it. McLean is dead, and the Government is replaced by other people, and we want the Government to give us the land.” Kemp said, “Very well, let it be so.” In the morning I, Kipa, Ru, and Taipua went to see the Minister, and then Mr. Lewis and Judge Smith arranged to have a meeting. We had a talk all together, and Mr. Lewis explained to Mr. Smith how the matter stood with respect to this land, and Kemp said, “Well, I want the Government to finish the agreement that I made with Sir Donald McLean.” Judge Smith said, “Very well, we will do so; let the Government do so.”

139. Who was it who gave to Sir Donald McLean the information as to the hapus who should come into the agreement for the reserves south of Mahoenui?—Te Puke.

140. I want you to explain how it came about that you consented to these people sharing in Section 9—that is to say, Pomare’s descendants—seeing that they had no claim according to Maori custom, and seeing that the Court had never put them into any other block?—Because I had seen the injustice intended by Kemp, and I knew of the falsehoods he had told about the matter. It was after 1886 that he twisted round and said he had given the land to Pomare; but before that he had never said anything of the kind, and Pomare and Ru and others knew nothing at all about it. When I asked Mr. Lewis to send the agreement to Palmerston, it was seen what was really intended to do about the land; then they gave the land to the descendants of Te Whatanui, and they want it all back now.

141. I am referring to the time when you and Ru met at Wanganui. Did you intend originally to put in all the descendants of Pomare, or only some, and if some only, why?—No. When Mr. Lewis asked for the list of names, I said to my younger brother and sister, to Waretini, Kipa, and

others, that they must assemble at Horowhenua to give a list of names. The people who were to be put into that list of names were those who were residing here, and not those who were living away. The whole of this district was called Kapiti. I went back to Wanganui, and when the people I refer to arrived here they made a list of names and sent it to Wellington to Mr. Lewis. After that I went to Wellington, and I have got a letter from Kemp, telling me not to pass this list of names, but to wait until Pomare came. I said, "Well, I can see that Kemp intended to swindle us out of this land."

142. Then Kemp began to interfere with the settlement of the list of names?—Yes; Kemp had written to Mr. Lewis not to pass my list of names, but to wait for Pomare; but he never mentioned Pomare's name from 1873 down to 1886.

143. How often do you acknowledge that Pomare had been down to this district prior to 1874?—I only saw him once after 1871—in 1874. I heard he had been down here before, but I did not see him.

144. What was the occasion of his coming down, as far as you know?—He came down here to bring Kipa and Hene.

145. Explain what that means?—Kipa went from here to Cambridge, Pomare went to Cambridge also, and then he took Kipa with him back to Ngapuhi to marry him to Hene.

146. And then he brought them down to Otaki?—Yes.

147. Was that a Native custom?—Yes. Pomare then came to Horowhenua to see his relatives.

148. Where were his hapu quarters when he lived in this district?—At Otaki.

149. Is Hene Kipa his daughter or niece?—Niece. Tauteka was in Otaki also.

150. Did Pomare also visit your land at Otaroa?—When he came to Horowhenua we were all away; but hearing of his arrival we went to him. He stayed with us at Horowhenua over two days. Then he came on to the Muaupoko settlements, and slept there one night; thence going to Porutawhao, where the Ngatihua lived. He stayed there two or three days, and went on to Porokaiiaia.

151. When he was at Horowhenua, did he receive any rent from Hector McDonald for this land?—I did not see it. I heard some time afterwards that he had received some money.

152. This was before the Court of 1873?—I do not know. I heard that he went with Watene to Hector McDonald to ask for some money. I do not know whether it was money to be received as a gift or connected with rents. We, his relatives, also gave Pomare some money, and so did others.

153. Now, these gifts would be made on account of relationship?—Yes. When he paid visits to the tribe we always gave him some money and gifts.

154. It would not be an admission that he was the owner of the land?—No; we gave it because he was a relative of ours.

155. Who paid for the survey of this land to the Court in 1873?—If you are speaking about the survey made by Swainson, Caroline and Tauteka paid for it. What they paid for was the survey of their piece of land inside this block.

156. Had you a meeting in Palmerston in regard to the location of Section 9?—Yes.

157. Who convened that meeting?—I called it.

158. Who were present?—Myself, Waratini, Te Hitau, Kipa, Karanama. The reason we asked Kemp to come before us was because we had heard that this piece of land had been cut off below No. 14. When we had all assembled in the room Waratini commenced the talk. He said to Kemp, "It is not right that I should be turned out into the bush and be made to leave the place where I have fought and lived—the place that Sir Donald McLean said we were to have"; and all our conversation hinged on that. Kemp said, "I cannot make any difference; it has been all settled by myself and the tribe, and you are to have your land here."

159. That is No. 14?—Yes; then I thought of sending a telegram to Mr. Lewis, because I knew what was in the agreement, which said that the land should be on that side by the Horowhenua Lake. Mr. Lewis then came to Palmerston, and we spoke to him about it. He said, "Well, I will see Kemp about this block," and he went into the Court that day to talk about No. 2 Section, the township. Then we began to talk about No. 14, and I thought, "Well, if they are going to settle the bother about No. 14, I will speak." Mr. Lewis had gone outside at this time, and when I demurred Judge Wilson would not listen to what I had to say, and threatened to arrest me. I then went outside and saw Mr. Lewis, and said, "Where is the agreement?" and Mr. Lewis said, "I have not got it; it is at Wellington." Mr. Lewis sent for the agreement by telegraph, and in the morning it arrived, and it was found that the land was to be by the Horowhenua Lake, and we got it there.

160. You, having been at Wellington in 1874, remembered that that was part of the agreement?—Of course, in 1874 I had been at Wellington, and I have remembered it ever since; it was settled when the agreement was drawn up.

161. Did Ranginana marry Pomare and go to the Bay of Islands before Whatanui came down here, or afterwards?—She had been married to him a long time; she had gone to Ngapuhi from Maungatautari.

162. Then she never was on this land?—No.

163. Which of her descendants have been here?—Wi Pomare and his sister Ngahua have been here.

164. Did Ngahua come as a visitor?—She had a European husband, an officer. He went and resided at Wanganui, and then she came here from Auckland.

165. Did any other of the descendants of Ranginana come?—That is all.

166. I suppose Ngahua came after 1840?—It was the time when the soldiers were at Wanganui.

167. Have you heard whether any of Ranginana's descendants were in this district before the declaration of sovereignty in 1840?—No; there are none now.
168. Hari Pomare came down here. Do you know why he came here?—Because he had a disagreement with William Pomare about a woman.
169. And ultimately, I think, Hari's wife did marry William Pomare. Where did Hari live when he was here?—Otaki; but he used to come and meet his sisters at Horowhenua.
170. I want you to point out where your principal kaingas were south of the Hoki?—[Witness pointed out the places on the map produced before the Native Land Court in 1873.]
171. Did Rauparaha occupy as a conqueror, or how did he come to have rights to this land through the battle of Papaitonga?—When that pa was taken, Rangihaeta pointed out that the hapu that had taken part in that fight ought to have land there. The Ngatikaikopiri was one on that occasion, and they claimed to Waiwiri—to the boundary.
172. What was the date of the battle of Papaitonga?—Before the coming of Whatanui. The battle was fought in payment for the children of Rauparaha, who were murdered.
173. Have you received rents from this land from Europeans at any time?—I have not received rent, but Tauteki and Waretini have.
174. Through what descent do you get the right to this land?—Through Abraham te Ruru.
175. Has Watene te Waewae a claim to the south of the Mahoenui boundary?—No.
176. Just show us Abraham's descent?—[Witness pointed out the descent on genealogical table.]
177. It was through Tuenuku, your grandfather?—Abraham had a sister, but she went to Ngapuhi. Her descendants are there, but they would not hold any land there.
178. Now, you remember Wi Pomare coming down to the Court in Otaki and giving evidence?—Yes.
179. He gave evidence after you?—Yes.
180. You heard his evidence?—Yes.
181. Did you agree with it?—No; I dispute what he said. He said that Watene did not live on this land.
182. Hine Puarangi is buried on this land, is she not?—Watene and she are buried here.
183. Did Watene and Hine Puarangi come down with Whatanui from Maungatautari?—Yes; they came and stayed here until after the fight at Haowhenua in 1836. The old Whatanui sent Watene to the Ngapuhi to bring Tutaki back here. When Watene got there he stayed and married, and then Tutaki came. That is when I heard that Pomare came here. He came by vessel, and he got to Otaki, and stayed at Otaki some time. He then went back to Ngapuhi, and after 1840 he and Tutaki returned here, or started to return here. When they got to Taupo, Tutaki remained there and married, and Watene came back to Horowhenua. Te Heuheu was alive then.
184. Taburi and Hana were the elder brothers of Tutaki?—They were younger brothers.
185. Then Tutaki was by a different wife?—Yes.
- 185A. All this took place since you were born. Who did you hear it from?—From Watene, Waewae, and my mother.
186. Until the Court of 1873, did you ever hear the Muaupoko dispute the rights of Puke and his people to land south of the Mahoenui boundary?—No.
187. But you had a dispute yourself about the land to the north?—Yes.
188. *The Chairman.*] Whereabouts, Mr. Nicholson, do you claim that these reserves of Te Puke should be given under that arrangement Sir Donald McLean made with Major Kemp—they are supposed to be between Papaitonga and the sea?—I claim the whole lot
189. *Mr. Morison.*] Would that include Waiwiri Lake or leave it out?—[Witness indicated the reserves he claimed on the map.]
190. *The Chairman.*] You claim all south of the boundary?—The reserve to be made for us by Kemp, in accordance with his agreement with Sir Donald McLean, is, according to my view of the matter, to include the whole of the land to the south of the Mahoenui boundary, excepting the Waiwiri Lake.
191. *Mr. Morison.*] Do you know anything about Kemp's promise to Ngatihua for the reservation of the north side?—Yes.
192. What do you know of that promise?—He told the Ngatihua to leave the thing with him. He spoke to Kawana, and afterwards Hoani Taipua came to Warena and told him the same thing.
193. He spoke to Karanama at Palmerston?—Yes.
194. And said that he would set aside a reserve, and leave it to him?—Yes; and Karanama said, "I will leave the matter in your hands."
195. *The Chairman.*] Where did Whatanui come from originally?—From Maungatautari, in the Waikato.
196. He said to the Ngatiraukawa that the lands at Maungatautari were made in their favour. Where were those lands?—At Te Waotu.
197. *Mr. Bush.*] That is not at Maungatautari?—It embraces the whole district.
198. *Mr. Morison.*] You heard Kemp speak about a promise from Taueki to Whatanui?—Yes.
199. Have ever you heard that Whatanui's title to that land depended upon the grace of Taueki, or a gift from Taueki?—No; I have heard in recent years that there had been a peace-making between them.
200. But the Muaupoko held their land by the grace of Whatanui?—Yes.
201. *Mr. Baldwin.*] When did you say that Whatanui arrived at Horowhenua?—Before Haowhenua.
202. When was that?—In 1836.

203. Do you say that the people you have mentioned, Matene te Whiwhi and others, arrived at the same time?—Yes; that has been handed down by the old men. They used to come and return again. Whatanui went back again from here after he came first.

204. I would like you to give the names of those you say arrived with him—the names of your party's ancestors?—Hine Paurangi, her husband Tuaeenuku and children, Tauteka and Kararaina, Watene, Tamaianewa and his children, Kotia and her children, Manuomanuo and her children.

205. Now you are quite clear that all these people came at the same time?—Yes.

206. Do you not know that Watene te Waewae did not go to Horowhenua until after Whatanui's death?—Which Whatanui?

207. Whatanui the first?—He went from here back to Ngapuhi to fetch Tutaki.

208. Did Watene live permanently at Horowhenua before the death of the first Whatanui?—Yes.

209. Did not Kararaina have her permanent occupation after she resided here at Manawatu?—Kararaina's permanent occupation was at Horowhenua, and not Manawatu.

210. Have not the descendants of Kararaina been awarded a large number of blocks at Manawatu?—Yes; they had claims there, and also at Horowhenua, right down to Otaki.

211. At Oturoa?—Yes.

212. Aratongata?—Yes.

213. Takapu?—There are a great many people in Takapu.

214. Are not her descendants there?—No; she is there.

215. That is, she claimed all the land in the neighbourhood by virtue of permanent occupation there?—It was not because of her permanent occupation, but because she and her people had their right there. The boundaries of their land were there, even if they had not resided on it. When they came they laid off their boundaries, and recognised them amongst themselves.

216. That was, the boundaries of Kararaina's and Tauteka's land?—Yes.

217. Tauteka lived at Otaki for some time with her husband Matene te Whiwhi, did she not?—Yes; it is very often the case that the husband goes and resides with his wife's relatives.

218. And Tauteka's family have been awarded lands at Otaki?—Yes; small places there, where they resided in former times when Heke first came down.

219. But did not Tauteka reside there with Matene te Whiwhi?—He stayed at Martini's place.

220. That is where she principally resided?—He resided there for a bit, and then came back to where his relatives were living on Horowhenua.

221. Was it not there where she was residing in 1870?—Yes.

222. And had not she been residing there for a considerable time before 1870?—Yes; she resided there before 1870.

223. Tuaeenuku and the other persons you have mentioned resided at Muhunoo, did they not?—Yes; he lived there and at Otaki and Horowhenua. Whatanui lived and died at Muhunoo.

224. *Mr. Baldwin.*] In regard to Tuaeenuku, Te Puke, and others, did not they live permanently at Muhunoo up to 1869 or 1870, or shortly before that?—Te Maiawa died in 1864.

225. Did not this man, prior to his death, live permanently at Muhunoo?—He used to go to Muhunoo, but he used to live at Horowhenua. That was his chief place of residence.

226. Were you present at the big meeting in April, 1870, at Horowhenua?—Yes.

227. Did you not hear Watene say this: "I brought Tuaeenuku, Te Maiawa, and Puke from Muhunoo to Mahoenui?"—No; I only heard that there was trouble about Mahoenui between Te Paea and Te Puke.

228. How long did Watene stay in the vicinity of Horowhenua when he first arrived, before he went to Ngapuhi?—Perhaps two or three years.

229. Then he went to Ngapuhi, and while up there he married a Ngapuhi woman, and stayed there a considerable time?—Not for very long. I heard he returned here soon after 1840.

230. Did he not stay here until after 1847?—No, I do not think so.

231. Was he not driven away from Ngapuhi on account of improper conduct with one of Pomare's wives?—That is the first I have heard of it. He was a very handsome man; very likely it is true.

232. Can you tell us when the third Whatanui died—Whatanui te Haua?—I do not know.

233. Long before Tutaki came to Horowhenua?—Yes.

234. And there was a considerable time between the death of Tahaua and the coming of Tutaki?—Yes.

235. Was not Watene away the whole time at Heretaunga?—No; Watene went to Heretaunga in 1865, at the time there was fighting.

236. Was not Hutiki's permanent residence Muhunoo?—Yes; he also stayed here. Tahuri and Tahaua were cousins of Hutiki. When Hutiki and Tahaua died, Tahuri said he should take the land.

237. What are the boundaries of the piece of land you claim to the south of Hoki as belonging to Whatanui?—I do not say that the land to the south only belonged to Te Whatanui, but to those people I have named; it belonged to the whole of them.

238. There is a piece of land that belonged to the descendants of Te Whatanui?—I do not know any piece of land that belonged to them alone.

239. How did the people you say own the land become possessed of it?—Te Rauparaha gave them this piece of land, and Whatanui and his people went upon it and lived upon it, and made the boundaries there. And they went on to Manawatu and did the same there.

240. What boundaries did Te Rauparaha lay for Te Whatanui and his people?—He did not lay boundaries down on the land, but he laid down boundaries. This land was to belong to Ngatiraikawa. The different hapus divided this extent of land amongst themselves.

241. How did this piece of land become the property of the people you call the "uri" of Whatanui?—They cut the land up, and they resided upon it.

242. Who cut the land up?—The different hapus.

243. Who allotted this piece of land to Whatanui and his descendants?—I do not know. I know nothing about what Te Rauparaha did. Ngatihuia took Waikawa and Ohau, Hamuera took Muhunua, Ngatipariwahawaha took Horowhenua, Porotawahao was given to Ngatihuia, and beyond that was given to Ngatipariri, &c. That was the way it was apportioned out to the different hapus.

244. Certain distinct hapus had distinct occupation of distinct portions of land and this land was confined to themselves alone?—Yes.

245. How is it that your people have got land at the extreme north land of Horowhenua, at Muhunua, and at Otaki if the land was divided among the separate hapus?—The hapus did not wait to be placed on the land. They located themselves there. Whatanui and his people stayed at Horowhenua, and they moved on from there, and went on to Manawatu and cut off the piece for themselves there.

246. Is not this a new theory of your's? Was it set up in the Court in 1873?—I did not speak to that Court at all.

247. It was never set up in 1873?—It does not matter whether it was.

248. Was not the reason given up to the present time that the Muaupoko agreed with Whatanui that he personally was to have this occupation?—The Ngatiraukawa never made any statement of that kind, but it may have been made by the Muaupoko.

249. Then, your story is that this piece of land at Horowhenua was the property of the whole tribe?—Yes; it belongs to Ngatiraukawa, and when it was divided, then Watene and his hapu took a piece of it.

250. But on your own showing they took pieces in different places?—Yes; all the Ngatiraukawa did the same thing. Some had land at Ohau, &c., according to the strength of the hapu to go and mark out the land for themselves.

251. Was not the judgment of the Native Land Court in 1887 to this effect: that the Muaupoko had always held possession of their land?—The Court said so, but we would not know that.

252. Was that not the judgment of the Court, having heard all the evidence?—The Court said, "Those are the untrue statements made by Kemp to the Court."

253. Was not the judgment of the Court that a small piece of land—100 acres—was the principle possession of Te Whatanui?—Yes; that 100 acres was given to us.

254. It was given to Whatanui, and was to go to his representatives?—Yes.

255. It was given expressly on the ground of the services Whatanui had rendered to the Muaupoko?—I do not know that it was given for any services rendered by Whatanui. They gave it to us because we were residing on the land.

256. Was it awarded for Whatanui's personal services to Muaupoko?—I do not know.

257. Was not the rest of the land adjoining Raumatangi in exactly the same position with regard to the title to it?—That land belonged to the people who were residing on it.

258. If all these people you mentioned were interested in the land, how is it that Whatanui alone was mentioned in the lease?—That was the custom—for one person to lease it and take the money and divide it amongst the people.

259. Can you give any other instance in connection with this Horowhenua land where only one person leased?—These are the only leases I know of. I know they all participated in the money. There is no other lease in Horowhenua but this.

260. After the death of Whatanui Tutaki, did not Tauteka and Caroline apply for part of the rents of this land?—Yes, they did.

261. Did they get any of the money?—No; Hector said the money ought to be paid to Riria, and they were angry at that, and drove his sheep off.

262. Did not Watene himself apply to Hector for rent?—I do not know that he asked him.

263. Did you ever hear of a laying-off by Whatanui himself of this land south of the Hokio?—No; I did not hear of it.

264. Did you hear Te Wiiti giving evidence at the committee meeting in 1870?—Yes.

265. Did you hear him give a list of the persons who accompanied Whatanui when he laid off the boundary?—I know the boundaries that he spoke about.

266. Did you ever hear him give a list of the persons?—No; I did not hear the names.

267. Then you cannot say whether it is not a fact that not a single one of the persons through whom he claims were with Whatanui at that time?—No; Watene was there, and Caroline, and Tauteka; and they were all talking. At that time it was said that Watene and others laid down the boundary about Tauateruru. I do not know anything about the boundaries you named; I only know about Mahoenui.

268. Was not Watene driven away by Whatanui Tutaki?—It is an untruth.

269. When Whatanui Tutaki died, did he not leave a will?—I do not know anything about it.

270. Did you not hear any talking about that will at the meeting in 1870?—I do not know.

271. Did you hear of any *ohaki* at that meeting?—If he left one it would only be concerning the things that belonged to himself personally.

272. You have heard a statement made about the *ohaki* at that meeting, or that one was left?—No; but it might have been mentioned there.

273. Do you know a man called Mitai Pene Tau?—Yes.

274. He was present at the meeting in 1870, was he not?—Yes.

275. Then, after that meeting all the chiefs assembled at Waikanae?—I do not know anything about a meeting at Waikanae.

276. Did you hear of a letter being written by all the chiefs to Wiremu Pomare, informing him of all the matters in dispute relating to their land at Horowhenua, and asking him to attend?—No.

277. Did you ever hear what the decision of the committee was that sat in 1870?—The judgment of that committee was, so far as I know, to bring back the boundary from Tauateruru to Panui o Marama.

278. Did you ever hear this statement: "This investigation will be left open. Wiremu, Pomare and Hinematiore will be waited for. When they arrive the relatives of Whatanui and the Muaupoko will be assembled again, and then it will be clearly understood how to settle the question of your land. That is all. This word is by the whole of the committee"?—I did not hear of that. Mitai was Ngapuhi. He might have written to his relatives. He was in a Government office at the time.

279. Did not Wiremu Pomare come down in response to the invitation?—I only know of Pomare coming here when he took Kipa back.

280. Do you not know that he came and tried to arrange a boundary with the Muaupoko?—He never laid down any boundaries to the Muaupoko. He went on a visiting tour in the district, and stopped one night with the Muaupoko, and went on.

281. Did he not, on the 22nd June, 1879, meet the Muaupoko and attempt to settle the boundaries with them?—No. I was with them at the time, and I know.

282. Was not Pomare there?—He came to our place at Taua and stayed two days, and went on, and there was no talk about boundaries. All he said was that they had better settle all their disputes, and not have any trouble between these people and the Muaupoko.

283. Do I understand you to say that you and your people are claiming the whole of the 1,200 acres?—Yes; because your side tried to claim the whole for themselves.

284. Do you remember the case coming on before the Chief Judge and Judge Butler at Otaki?—Yes.

285. Do you remember Mr. Davis and myself appearing for the direct descendants of Whatanui?—Yes.

286. Do you remember that we claimed to exclude you altogether?—No; but afterwards I heard that you were taking it to the Supreme Court with that intention.

287. In 1886, did you claim more than half of this block—did you claim to exclude the persons I am representing, or any of them?—No; I said, "Put in those who are here, not those who are Ngapuhi."

288. Did you take part on more than one occasion with Pomare in interviews with Kemp trying to settle about this land?—We had one meeting at Wellington.

289. Did you there suggest for a moment that any of the direct descendants who are living away had any claim to the land?—What I said in 1887 in Wellington was, "Both of you have spoken falsely." Honi Taipua agreed with me, and that was our trouble.

290. You are talking of the meeting between Mr. Davis, Kemp, Pomare, and yourself?—No; this was a meeting of the chiefs.

291. Where was that meeting?—In the Wellington Hotel.

292. You say that you, Kemp, Pomare, and Taipua were the only four present?—There were a number of others present.

293. Is that not the meeting where you were told to hold your tongue—that you had nothing to do with the land?—Honi Taipua saw that I was angry, and said, "I see you are angry. Let me say what you were going to say." He knew I was losing my temper over it. He said, "This conversation you say you had in Auckland is an absolute untruth." The reason that the land was given back by McLean was in consequence of the troubles.

294. Was not this meeting with Pomare and Kemp after you had been told that Pomare had to settle the list?—Kemp said, "Let us all meet with Pomare to make out this list of names." When Kemp met them at Wellington he said, "I have given this land to Pomare and the younger relatives."

295. Did you object to that?—Yes, I did; and that is what made me angry.

296. Why did you say in the Appellate Court that when Kemp said that you thanked him? I will read you the extract. [Extract read.] I did not thank Kemp; I was very angry, and they told me to shut up.

297. Do you say that Watene, Tauteka, Caroline, and others had a claim to this land independently of Whatanui, or did they claim it through Whatanui?—They all had their claims.

298. Would it be correct to say that their claims were through Whatanui?—It would not be incorrect to say that they got their claims from Whatanui.

299. Would it be correct to say that their claims were through Whatanui?—That would not be correct.

300. Did Caroline get her right through Whatanui?—No; from herself.

301. Did Watene get his right through Whatanui?—No.

302. Did Tauteka get her right through Whatanui?—No; from herself.

303. And the same with all the others you represent?—They all had the same claims. Whatanui was, of course, the head man. He laid down the boundaries, and that was their claim.

304. Then, all these people had claims on the land, not through Whatanui, but from their own rights?—Yes; irrespective of Whatanui's claims.

305. You said just now that you made an objection at the hotel to certain of the persons whom I represent: you excluded all who were not occupiers of the land?—I denied what Pomare and Kemp said in Wellington. I said that McLean gave this land to us in consequence of the trouble that had arisen.

306. You went on to say that you would not put in any except those who lived on the land?—Yes; but I did not say that then. I said that in Palmerston in 1886.

307. Who were the people he was going to admit?—Hene, Napier, Hari, Ru. I mentioned those names to Wharekine and Hake as those I would put into the land. I did not speak of it for Horowhenua alone, but I spoke of the lands in this district.

308. You have always been under the impression that you were the person to settle the locations and names to go in?—Yes; I am the elder of all those persons who fought.

309. Has there not always been a dispute between your party and the other party as to the area?—Yes; that was Kemp's dispute. Kemp and his son-in-law agreed to go through the list.

310. I am asking you whether there has not always been a dispute between the party you represent and the party Davis represents as to the lands to be allotted to each party?—Ru and I have had a dispute about that; I said that I was to divide the land.

311. Have you ever claimed, on behalf of your party, more than half?—I have always claimed to have a greater area than half.

312. Did you not say this in the Court at Otaki: "I have always been prepared to accept an equal division of the land; you offered me one-third, and we agreed to fight it out in Court"?—I said so because at that time my hands were tied by the Court, and Kemp had joined issue with his son-in-law against me.

313. You said just now that you always claimed one-half, and in the Court below that you were prepared to accept an equal division. Which is true?—I have told no untruths. What I said before the Court in Palmerston was this: "That when Ru came to me and proposed that we should go to Wellington and divide this land, I said, 'No, I will settle about the division myself,'" and from that time the trouble commenced. I intended to have the best part of the block.

314. Did you or did you not say in the Court below that you were prepared to accept an equal division?—Yes; I said so because my hands were tied by Kemp.

315. Why did you say just now that you had always claimed more than one-half?—Up to that time I always had.

316. Did you not go to town to Mr. Bell and have a document prepared giving each side half?—No; Ru and Kemp went down and made a deed, and when they brought the deed to me I said, "No; I shall have the larger portion."

317. Is not this your evidence in the Otaki Court: "About that time Ru Reweti wrote asking me to go to Wanganui to talk about Horowhenua. I went, and he asked me to accompany him to Wellington, with a view to getting the transfer of the land. On arrival at Palmerston we met my sister, and Ru proposed that his section should have 700 acres"?—I did not say so. We did not go to Palmerston; we went straight on to Wellington.

318. "My sister would not agree"?—I never said so. That was a talk a long time before that.

319. Where did you meet your sister?—I did not see her. They had had a meeting before Ru and I came up there—to Palmerston; and, when I got to Wanganui, there he was.

320. Had not you and Reweti a conversation before you went to Wellington?—Yes.

321. Where did you have it?—At Wanganui.

322. And Ru had had a previous conversation with your sister, had he not?—Before that.

323. Ru had proposed to your sister that his party should have 700 acres, and your (Nicholson's) party should have 500 acres, and the sister had disagreed. Was not that so?—What my sister told me was that she wanted more land. I was not then residing upon the land.

324. When you and Ru met at Wanganui, did you not say that the land should be equally divided, and Ru agreed to that?—I said, "We will divide the land equally," and that I should have the division of it.

325. You and Ru went on to Wellington?—Yes.

326. And Ru had the deed prepared by Bell, Gully, and Izard?—Yes.

327. With a plan showing the land divided into two equal portions?—Yes.

328. And you chose half of the other people's land?—No, I did not. Ru had put his mark on the map, and I found that he had made his pick for himself. I then said, "I will not agree to this."

329. But you said that you would prefer the portion that Ru had picked?—I did not agree to the division made by Ru; I said, "I must divide it myself." I also said that I did not want to have any deeds drawn up, and I would like to let it go back to the Government, and let the Government divide it.

330. "We then went on to Wellington, and Ru called on Bell, Gully, and Izard, and in the evening came to me with the deed. He was accompanied by J. M. Fraser. They suggested we should decide on a division of the land. I chose the portion I preferred; they demurred, saying I wanted all the best of the land. I then went out and met Kipa, who advised me not to agree to Ru's proposal. He afterwards told Ru not to agree to mine." Is that your evidence?—Kipa had a petition in Parliament.

331. Further on: "I then withdrew from the negotiations, and said I would look to the Government to put me in possession of my land. Kemp approved, and we waited upon Mr. Lewis next morning." You have told us of certain houses of Watene's being burnt down. Now, the first burning of the houses was in 1869, was it not?—Or 1870.

332. Prior to the Court sitting?—Yes.

333. The second burning took place after the Court?—Yes.

334. Who was Watene asserting a claim there on behalf of?—He was asserting a claim on behalf of themselves.

335. Who?—The people who were there—Waretini, Ti Hitau, Kararaina.

336. Of the people who had a right on the land?—Yes; and the wife of William Pomare's and a daughter of Tutaki's, Hine Matori. We do not dispute her claim.

337. Where were you when you heard of the first burning?—I was at Manawatu.
338. Did you come down on the occasion of the first burning?—I was sent for.
339. Were the rest of the family sent for?—I was there myself with my mother.
340. And did your mother go down with you?—Yes.
341. Were any of the rest of the family assembled there?—Waretini and the others went to Horowhenua.
342. Did you not make any attempt to stop the burning of these houses?—Waretini and the others were at Tawa. Witi and Te Watene and Watene's wife and child were at Kohuturoa.
343. But did not your people, when they heard of Kawana coming to burn these houses, go and prevent it?—The houses were burnt.
344. Did you not go to stop him when you heard of the coming of Kawana Hunia?—All the people did not know of his coming. Kawana Hunia first of all wrote a letter to Watene, and told him he was not to reside there any more.
345. Kawana sent a letter to Watene to say he was coming down?—No, to leave the place; and the people did not know that Kawana Hunia was going to burn the houses.
346. Is that the first burning?—When they did see them they saw them coming in canoes. There were only three people on the spot Kawana's party made for.
347. When the second house was burnt, there was plenty of notice given on that occasion, was there not?—After this first burning we all collected and made a pa, and Kawana Hunia and Muaupoko made their pa.
348. Was the second burning after the Court?—They were old houses that were burnt.
349. Will you say that this house that was burnt after the Court was an old house?—Yes, it was old.
350. Do you know that it was a house just put up by Watene, and just prior to the burning?—No; it was an old house. There were a good many houses, and the biggest house was the oldest house.
351. That house that Kawana burnt was a new house put up by Watene?—There were a good many houses there.
352. I mean this particular house that was burnt—was it not a new house just put up by Watene?—No; it was an old house, and it was put up when we were surveying the land.
353. And you say there were several houses there?—Yes; there were some new houses.
354. Who was living in the other houses?—There was no one there. The men were then living at Tawa.
355. Where were you living at that time?—At Horowhenua.
356. Why did you say to Mr. Morison that you did not know that the houses were burnt until afterwards?—We did not know the day the houses were burnt that they had been burnt. It was some time afterwards—about two days. The Muaupoko were shearing sheep, and they told us that the houses had been burnt, and then we went to look, and found that the whole place was destroyed.
357. Then, there was a meeting at Otaki, was there not?—Yes; after Sir Donald McLean came up.
358. You told us the names of the people who were present at that meeting. Was not Hane Kipa there?—She was not in the Courthouse.
359. Well, if Hene Kipa comes here and says that she was, will you say that she is telling what is a deliberate lie?—I would say that it is untrue.
360. Was not Kipa te Whatanui one of those who burnt down these houses at Otaiwa?—That was the day of the Ngatiraikawa collecting together.
361. And burnt this place in revenge for the other burning?—We were fighting then. Waratini and Kipa burnt it, and Martin Pukehe. Martin and Kipa came from Otaki that day, and they went on to burn the house and to shoot, and they went back in the evening.
362. Do you seriously say that the direct descendants of Te Whatanui are not included in the expression, "uri o Te Whatanui"?—I was giving that as one of the meanings of that word.
363. Was not that expression, "including the direct descendants of Whatanui"?—Yes; that would be it; and we are, too; but that was not bringing them upon the land. It would be that they would be considered as descendants of Te Whatanui; but, when it came to be on the land, they would not be considered as descendants to inherit the land.
364. That is to say that the descendants of Whatanui, who had an interest himself in the land, would not inherit it unless they were occupying?—Yes.
365. When you went to Wellington, after this meeting at Otaki, did not Hene Kipa go with you?—No.
366. Do you not know, as a matter of fact, that Hene Kipa not only went there, but was prominently consulted over the negotiations?—No. When I came back I brought her a letter from Wellington for her to go up to consult Parliament.
367. What for?—They wanted to get some money, as part of the money given to Te Puke.
368. Do you say that the whole of these dealings in connection with this land were at the Native hostelry?—Yes. We went and talked about this matter of the settlement in Mr. Halse's office, in the Parliament House. But when we met and talked the matter over with Sir Donald McLean, he met us in the Native hostelry—that was when he gave the 1,300 acres and the £1,050.
369. And those were all the negotiations in connection with this land you know anything about?—The next night, Sir Donald McLean asked us all to his house to dinner, and, two days after, I left Wellington with Hoani Taipua and Roia.
370. You remember this 1,200 acres at Papaitonga being set aside in the Subdivision Court in Palmerston in 1886?—Yes.

371. And you made an objection in Court to this location there, did you not?—Yes.
372. Did you make any objection outside the Court?—Yes.
373. Where did you make the objection?—I asked Kemp to come and have a meeting at the Royal Hotel.
374. Did Kemp go?—Yes.
375. Did you ever have any conversation with Kemp and Muaupoko at the Muaupoko House?—No; I went to Kemp's hotel, and to Muaupoko's hotel, but I do not recollect saying anything about it.
376. Were not Hari Pomare and Kipa in Palmerston at that time?—They went up there. We saw them there, and they came and stayed with us, because we are of them.
377. You have told us that Kemp took up the position that he was not going to be bound by what Sir Donald McLean had said: that he had to give 1,300 acres, and that was all he was going to give?—Kemp did not say anything of the kind.
378. What did Kemp say?—He said that he wanted to give them No. 14 Block, so that the Ngatiraukawa could be near to Muaupoko and leave the Muaupoko land by itself. I would not agree to this. I said, "No; we have got 100 acres in that part, and there are ancestors and children and houses where we live. We want to go there."
379. Was it not Hari Pomare who requested Kemp to put them in that place, so as to be near the railway-line?—I do not understand that question at all.
380. You have given a large number of places which you say were occupied by these people on the Horowhenua Lake?—Yes.
381. Now, in the Court of 1873, was not the occupation of Whatanui's relatives a very strong point in the Ngatiraukawa case for Horowhenua?—Yes; Caroline used to live there, and Whatanui.
382. The Ngatiraukawa, all through their case in 1873, relied very strongly upon the occupation of the land by the relatives of Whatanui, did they not?—The Ngatiraukawa were assisting Whatanui; Caroline and others were helping them.
383. Are you aware of this fact: that not a single one cultivation of those you name was mentioned at the Court in 1873, and that only one of them appears in this map?—No cultivations or residences were named at that time.
384. The Court records show that it is absolutely incorrect that there were a large number of named cultivations, and that not one of them, excepting this one at Te Mairi, was named at all?—You cannot dispute the names I have mentioned of places and cultivations. What we talked about in that Court were the boundaries of the land. Buckley told us not to talk about the reserves, kaingas, and whares.
385. After Whatanui died, did not his mana descend to Tahuri?—Yes.
386. Tahuri had a sister called Ranginanana?—Yes.
387. Tahuri had no children, had he?—No.
388. Had Te Haua any children?—No.
389. Have you not heard that Tahuri sent for one of the children of Ranginanana—viz., Ngahua?—Ngahua was named after her husband, who was a soldier in Wanganui.
390. Did you hear Ru Rewiti say in Otaki that Ngahua was in Otaki in 1888?—Yes; I do not allow that was true.
391. But Ngahua was at Horowhenua?—I do not know. She came to Horowhenua because Whatanui had a great many settlements—Otaki, Horowhenua, and Manawatu; but I do not know to which of these places Ngahua came.
392. *Mr. Morison.*] You have been asked a good deal about what right your mother had, whether it was from Whatanui or by herself. Was there any difference according to Maori custom between the ownership of Whatanui's hapu and the ownership of Puke's hapu?—They were the same. They were all resident upon the land. Te Puke's people were all resident upon the land, and the Horowhenua people used to come up there too. But the boundaries of the divisions amongst themselves was known.
393. Now, you say that you admit Hine Matiore and Napier: is that according to the Maori custom? If this land were being investigated according to Maori custom, is that what you mean when you say you admit those two?—If the Court were here *re* this land, according to Native custom only Hine Matiore and her children would go in. Tutaki came here and lived, and died here; but others, like Hene Kipa, when we put them in the land we put her in also.
394. How was Hene Kipa put in in other blocks? Was it at her request or by Tauteka's agreeing to put her in?—No; Tauteka put in Kipa, and I had a dispute in the Court, and the Court said, "Let Tauteka decide between them"; and Tauteka simply put Hene in. Then the Court said to me, "You had better cease your disputes."
395. *The Chairman.*] I want you to give me the names of the people who are residing on Raumatangi, Subdivision 9, on that little three-cornered piece [indicated on map]—each family, and how long they have been residing there?—The ones who have been residing on the land until now are the descendants of Temaianiwa. I have got a house of my own on that land. There is no one living at Raumatangi at the present time, but the dead are there.
396. Then, there is nobody living on the section?—No; they have their works there, old whares, &c.
397. How long is it since anybody has lived there?—I do not think since 1870.
398. Who have got their works and old things there?—My sister and younger brother fish there—Emma Winiata and Edward Nicholson.
399. How long have they been working there?—A long time. My sister was born there; her age is 39, and for 39 years she has been there.

400. Is there any other person who has works there besides your sister and brother?—No one else. Te Ropiha used to fish there, but he has not done so for six years. Of course, he was working all along. Hitau's husband, and my sister and brother worked there.

401. Was Hitau on his own account, and not working with them?—His wife is dead, but he lives with them.

402. Are there any more?—Waratini lives at Te Kowe on the 100 acres near the lake. He lived there until 1871, and then he left and came to live at Tawa.

403. Away in from Raumatangi, near the inside of Subdivision 9?—No; he came outside.

404. Oh, he has lived on this outside place ever since, close up to the outside. Is that so?—There is another place he lives at sometimes called Kawakawa, in No. 9. He has a house there to shelter him when he goes there to work. Sometimes he lives at one place and sometimes at Otawhaowhao, on the side of Mahoenui.

405. Can you give me the name of any other person?—There was Tere Tuaeenuku—his other name was Tere Whatanui—he lived at Kohutoroa and Otawhaowhao.

406. How long ago was this?—I think he ceased to live there in 1871 or 1872.

407. I want those who live there now?—Emma Winiata and Edward Nicholson, Arara, Watene, and Pehu, but he left last summer to go to Hawke's Bay.

408. How long was he living there?—From his childhood; but he was away five years living with his mother at Waiapu, and then he came back again.

409. Is there anybody else?—Mohi, who was a sister of Tuaeenuku's, lived there about twenty years.

410. Anybody else?—Myself and a brother of mine who left in 1888—Howard Nicholson. Caroline has lived there also, but she has left, and is now at Hawke's Bay.

411. How long has she been living there?—I could not say, because she is constantly going backwards and forwards, and has been doing so for many years.

412. Any one else?—The children of Waratini are there.

413. I want independent families?—There are no more.

414. Those are all of the heads of families?—Yes.

415. You have given me the heads of all the independent families who have lived on that block for some time past, or who is living there now?—That is all.

416. Did each of the people you have mentioned have a separate house or burial-place?—They all had houses.

417. And each of the persons you have named has a separate house or has had a separate house?—Yes; that is, they used to have a house. The houses that are there now are mine, my sister's, Winiata's, Edward Nicholson's, and Hitau's. Ropia has a house also. He has not a claim on the land, but is simply residing with them. His wife and children are there, and we take care of them.

418. What has been the boundary of Subdivision 9? It is not fenced, I suppose?—No.

419. *Mr. Morison.*] Your brother's and sister's sheep are running over the block, are they not?—We have sheep running there.

420. *The Chairman.*] But do you not say that all the Natives run their sheep on it?—The Mauapoko run sheep. I have no sheep. I sold them.

421. Did you see the plan that was before the Court in 1886?—I saw a tracing.

422. You would know it again if you saw it?—Yes. [Witness identified the plan, but did not swear to having seen one before the Court. His attention was drawn to Section 2, Section 10, and then to Section 14, and he demurred to the information that was given when the plan was before the Court in 1886. He stated that Section No. 14 did not extend across the railway, but subsequently it was put across the railway—*vide* plan marked W.D. 508, in red.]

423. *Mr. Baldwin.*] How long has Edward Nicholson's house been erected?—It is a new house, erected about a year ago. It was put up alongside another house that was an old one.

FRIDAY, 10TH APRIL, 1896.

MEIHA KEEPA re-examined.

1. *Sir W. Buller.*] You have been considering the list for No. 11, and you have determined who are in your opinion the *ahika* entitled to share in that block. I will read the list as signed by you before I hand it into the Court. [List A read over to witness, and put in.] You have heard those names, Major Kemp, and you state on your oath that you believe all those persons entitled as *ahika* to be in No. 11?—Yes.

2. And those are the persons whom you intend me to represent before the Commission?—Yes.

3. In addition to the persons named in the foregoing list, Major Kemp admits the following, also, of those persons mentioned by Warena Hunia when giving his evidence before the Commission—that is to say, the following persons have *ahika* within Block 11. [List read over to witness, and put in.] You have signed this list also which I have put in, and you say that these people also are in with you—you admit that they have claims in No. 11?—Yes.

4. There is another trust block, on which evidence has been given before the Commission, in the name of Ihaia. You state on your oath that that land was vested by consent of yourself and the tribe in Ihaia's name as trustee?—Yes.

5. You now inform the Commission that the same list you have given in for No. 11 applies with equal force to No. 12?—Yes; those are the names I have given for those two blocks. When the whole thing is finished here, then I will arrange about other matters.

6. *Mr. Stevens.*] So far as I can judge, none of the Hunias are included in this list. You claim the whole of the land for those persons named in that list. Assuming you claim the whole of No.

11 for those persons, what provision do you propose to make for the Hunias?—Right on to No. 12, those are the names I have named to be on that block of land.

NEVILLE NICHOLSON'S examination continued.

7. *Mr. Morison.*] Will you please point out on the map what part of the land south of the Mahoenui boundary and seaward of Papaitonga is fit to locate Natives on for occupation purposes?—They cultivated right down to 1874 at this point [indicated on map], and their cultivations can be seen now. The good places and best locations would be here [indicated on map].

8. What is the nature of this ground?—Sand, as opposed to the good land. [Indicated on map.]

9. Then, really, only in certain places is it fit for the Natives to reside on?—[Witness pointed out on the map the places where the land is good.]

10. *The Chairman.*] How many acres of good land are there here [the direction of Mahoenui referred to]?—About 150 or 200 acres.

11. All in cultivation?—There are 20 or 30 acres in cultivation there.

12. And what other cultivations are there here [indicated on map]?—No plantations; only eel-catching. There is another small cultivation at Urehamama.

13. *Mr. Morison.*] Where was Wharatangi's kainga?—[Witness indicated position on map.]

14. From whom did he get that *pataka*?—The fire gave it to him.

15. *Mr. McKerrow.*] Was the 30 acres the only part of the 150 acres under cultivation?—The cultivation was dotted about all over the 150 acres; it is all good ground.

16. *Mr. McDonald.*] You have told the Commission that you are an Assessor of the Native Lands Court, and have had considerable experience in the conduct of cases in that Court; therefore you have a very considerable and a fair knowledge of the Native land laws?—Yes.

17. Now, you claim here, as I understand it, under two or three separate agreements between Sir Donald McLean and Major Kemp?—Yes.

18. One of those agreements is for 1,200 or 1,300 acres for Ngauri o te Whatanui, and another is for a hapu of the Ngatipariraukawa, and under that agreement you have a personal claim as being descended from Aparahama Tanguru?—Yes.

19. Then, I understand that Mr. Morison has set up a third claim in respect to an agreement between the late Sir Donald McLean and Horomona Toremi and others. Te Whatanui—I mean the original Whatanui—was a very great chief, was he not?—Yes.

20. He ranked when we first came to the colony with Te Heuheu and Te Wherowhero?—Perhaps he was a greater chief. He was known all over the Island.

21. Now, the principal hapu down here was the Ngatipariwahawaha?—Yes.

22. You remember that the first contact in the law-courts between the original tribes on this coast and the Ngatiraukawa was over the Rangitikei-Manawatu Block?—Yes.

23. The Ngatiraukawa set up nine distinct claims to that block?—Yes.

24. And that case in which the Rangitikei-Manawatu Block was finally determined was in the Native Land Court at Wellington in 1869?—Yes.

25. One of these claims was by the Ngatipariwahawaha under Napier Taratoa?—Yes.

26. And the Ngatikahoro under Horomona Toremi?—Yes; that is one division; and there is another division.

27. That being settled in 1869, negotiations and proceedings were almost immediately commenced to bring before the Court the block south of Manawatu?—When Rangitane was finished, Kawana Hunia thought he would come forward and claim the Manawatu.

28. And this great block, stretching from Manawatu down to Waikanae, was put before the Court as one block?—Yes.

29. Now, neither in the case of the Rangitikei nor Manawatu Block was any separate claim set up for Te Whatanui. They made no claim here for Te Whatanui; their claim was a general claim for Ngatiraukawa?—Yes.

30. Now, the Ngatipariwahawaha got a considerable section of land in the Rangitikei-Manawatu Block, did they not?—Yes; they also got land here.

31. And also some land at Otaki?—Yes.

32. Does it not follow from that that Te Whatanui sat down here at Horowhenua simply by the force and strength of his own name, and unsupported by his hapus, who went to Rangitikei?—No. Some time before that the Ngatipariwahawaha were separated from Manawatu; they used to stay here, and a portion of the tribe went to Manawatu. It was not because Te Whatanui remained here and sat down here by reason of his own name and mana. Those who settled here remained here, and those who went away remained away.

33. The main body of Ngatipariwahawaha went to Rangitikei and other places, leaving only a few here?—There was a good number living here—those I mentioned yesterday.

34. But up to that date there was a great many alive; but according to the evidence the Ngatipariwahawaha went to Rangitikei sometime after 1863?—Yes, that is so. They went there, but have returned; they went backwards and forwards.

35. But still there was no separate claim set up either at Rangitikei, Manawatu, or here for that particular section of Te Whatanui's hapu who remained at Horowhenua?—No.

36. Now, this land here contains 500,000 acres of land that went before the Court, from Manawatu down to Kukutauaki?—Yes.

37. And, according to the decision of the Court, the Ngatiraukawa, including Whatanui, got the whole of this land, excepting the pieces called "Tu Whakatipua" and "Horowhenua." Was that not so?—The most of it was taken by some hapus of the Ngatiraukawa, and the piece Whatanui and his hapu had was taken by the Muaupoko.

38. But the block went before the Court as one block, and the people went before the Court as one tribe?—Yes.

39. And Ngatiraukawa got the whole of the ground, excepting the land in the two pieces I have mentioned?—Yes; it was not taken by Whatanui and his hapu.

40. At all events, it was awarded to Ngatiraukawa, and if you did not get a fair proportion of what was awarded it was your fault?—It was not correct for us to go upon the holdings of other hapus to take their land.

41. Now, this particular block was included in the judgment of the Court awarding the whole to Ngatiraukawa, and then came before the Court a second time as a single block?—Yes.

42. I suppose you all did your best to establish your rights to it then; you had two chances at it?—Yes.

43. It was awarded to Muaupoko on that occasion, and you were defeated?—Yes; but we still kept our residences on the land, and are living there now.

44. And are you still dissatisfied with that judgment?—Yes; we have always been dissatisfied with it. We were dissatisfied until the time Sir Donald McLean gave us 1,300 acres of ground.

45. And did you try to get a rehearing of it?—Yes.

46. Failing that, you made certain agreements as between yourselves, Major Kemp, and the late Sir Donald McLean?—Yes; that was the trouble.

47. And now you are claiming here under these agreements?—Yes.

48. You are aware that in 1886 the Muaupoko people assembled at Palmerston agreed to fulfil that agreement touching the 1,200 or 1,300 acres?—Yes; my argument at that time was that I wanted the 1,300 acres.

49. But they agreed at that time to carry out that agreement to the extent of 1,300 acres, did they not?—Yes.

50. You know where the Muaupoko camp was at that time?—Yes.

51. Did you go to that camp and suggest to the Muaupoko that there was a further agreement which would require confirmation?—No; I spoke to Kemp about it. I thought it was no use speaking to the Muaupoko; but I did so before speaking to Kemp, because the agreement was made by Kemp. Then Kemp replied to me, and said, "Yes, it will be all right; but you must wait a little bit."

52. Well, then, you trusted to Kemp?—Yes. The men who were entitled to those reserves were pressing, and when they heard Kemp say this they returned.

53. And if you found now that you trusted to a broken reed what is to be done?—In that case I want a rehearing for that piece, because it has been through the agreement that the trouble was ended, and that was the reason there was no second hearing as payment for the troubles.

54. And do you suggest that it would be reasonable to put the country and people to the expense of a rehearing of this block because you chose to trust Major Kemp?—The fault was the Court's.

55. But it was you who trusted Major Kemp, and not the Court at all?—It was not my trust of Major Kemp, but my trust in the Government.

56. Do you not know that you are told in the Scriptures "not to put your trust in princes." You and Kemp and the Government met together and made certain proposals and agreements, both you and the Government?—The chiefs of Muaupoko were there then.

57. But they were not parties to the agreement. You made this agreement knowing that you were dealing with land that had been awarded to the Muaupoko Tribe?—To Kemp.

58. Kemp was a certificated owner under the Act of 1867, and he was the trustee for the tribe?—That is all very well, but it was only through Kemp and Kawana Hunia that they took possession of this land.

59. Did you know that the law would have something to say in this matter of this agreement, and that it would have to be ratified?—If the law would not carry out this agreement, of course it is right. The other side got a second rehearing, and let the law now give a rehearing for this piece.

60. You had all the parties before you in 1886 at the Court in Palmerston, Mr Lewis representing the Government, Major Kemp representing himself, and the Muaupoko people were there. Why did you not bring forward this other agreement then and ask for confirmation of it as you did in the other case?—I told you before to-day that I had spoken to Kemp about it. I did not speak about the 1,200 acres with the tribe; I spoke to Kemp about it, and Kemp chose to entertain one of my proposals, but the others he put out.

61. Did you not know that it would require the confirmation of the people then assembled before that agreement could be given effect to?—I knew at the time that Kemp had previously arranged this matter with his tribe.

62. The evidence given before this Commission is that the only thing submitted to the Muaupoko people was this 1,200 acres?—But Kemp also said here, "I spoke to the Court in 1886 about the reserves for those whom I am giving them to," and he said the same thing with respect to the Ngatihua.

63. Are you willing that your whole case of the 1,200 acres should stand or fall altogether on this issue—that, if you cannot make good your title to the 400 acres, you should waive your claim to the 1,200 acres also?—Why should they be lost? If you like to put me in and then commence over again, I am quite willing.

64. *Mr. Morison.*] All the negotiations you had about the 1,200 acres you had with Kemp personally, and you never had anything to do with the Muaupoko personally?—Yes; that is so; but the tribe knew about it as well.

65. Did all those people who claimed for these reserves go up to Palmerston in 1886 to see about the matter with you?—Puke's son, Horomona's daughter, Waretini, and Hani Terae (I am not sure about her) went.

66. Was it after Kemp gave his assurance that he would see about these reserves also that these people left Palmerston?—Yes; Ngatihuaia also went there, and came away in consequence of a like assurance with regard to their reserves.

67. Who of the chiefs of Muaupoko were present in Wellington, in 1874, when these agreements were made?—Kawana Hunia, Rangī Mirehau, Rewi, Hapimani, Karaitiana, and Penetekera.

68. After 1874, did Puke's people and others go on occupying land at Mahoenui and neighbourhood after the agreement was made?—At Waiwiri they did, within this block.

69. Were they not disturbed by the Muaupoko subsequently?—No, they were not disturbed, but Te Puke objected to the survey of that land on the southern boundary of Horowhenua. The object of Te Puke's and Waretini's objections was to have this reserve defined before the survey was made. Kemp said, "We cannot go into the question of the said reserve of 1,300 acres until the survey is complete." Then Puke agreed.

70. Puke had nothing to do with the 1,300 acres. He was objecting on the ground of the survey, was he?—He had no claim to land there. Hitau had some right there.

71. Will you give a list of those who were actually residing south of the Hokio, at the time when Kawana Hunia and the Muaupoko burnt the whares, after the Court of 1873—that was about in November, 1873?—I told you that yesterday.

72. The list you gave was of those residing there now, and I want a list of those who were residing there at the time of the fighting?—They were the same persons. I saw in the list, I have given persons who came from other parts to support them.

73. *The Chairman.*] What is your idea of what would be a fair division to make in the southern part of the block?—We want the good land and the fishing along the stream.

74. *Mr. Kipa Whatanui.*] You told the Court that you recollected as far back as 1861?—Yes.

75. Do you not know the residence of Hector McDonald at Otaki?—Yes, there are two residing there.

76. Are you not aware that Whatanui Tutaki brought him from Horowhenua?—Yes.

77. Are you not aware that it was Whatanui who leased that land from Raumatangi to the sea to Hector McDonald?—What I heard formerly was, that the persons in the lease were Te Whatanui, Tamaianewa, and Watena. They shared the money with others.

78. Are you telling the truth before this Commission, as we are now speaking?—That is what I heard. I heard also that you and Tamaianewa disputed about the rent-money.

79. Were not Raukauhamama and Mahoenui points in the boundary of the Horowhenua Block which was leased to Hector McDonald?—Yes, it was their land. I do not see that it was Whatanui's land only.

80. It remained leased to Hector McDonald down to the death of Whatanui?—Yes.

81. And it was when Whatanui Tutaki died, in 1869, that your mother came to disturb the lease that had been granted to Hector McDonald?—This was a permanent residence of my mother's, but when Whatanui died she came to have the money paid to her. She had previously been in the habit of receiving money through the elders.

82. Do you remember myself, and Hene Kipa, and William Pomare, coming in 1870, after the death of Whatanui Tutaki?—I do.

83. You found me at Horowhenua?—We were there waiting for you, and we went to introduce William Pomare to the Muaupoko on the other side of the Hokio Stream, and after being two nights our guest at Tawa, we went with you over to the Muaupoko's place.

84. Did you not hear Pomare say to Muaupoko, "Remain peacefully on your side, and let Whatanui's people remain peacefully on their side"?—That is what he said to Muaupoko, but Muaupoko did not attend to that, and set out to burn the houses after that.

85. Did you not hear that, when Pomare returned to the Bay of Islands he sent back word to Watene cautioning him to remain peacefully on that part of the land till he should return?—I did not hear that. It may be true. I never heard of it. All I know is that he did not come back.

86. In the disturbance previous to 1871, did you not see Hene and me taking part in that disturbance under the mana of our joint ancestor Whatanui?—No. The only time I saw you there was after the Court. You came on the same day that the Ngatiraukawa came—four hundred of them—and on the following morning you returned. Therefore, I thought that you did not come under the mana of Whatanui, because you would have remained until they came.

87. Did you not see me and my wife going to Mahoenui to erect a pa in consequence of the disturbance with Muaupoko and the burning of the houses?—I was not aware that you built any pa at Mahoenui.

88. Was that because you were not here?—I was here, and the only pa that was erected on that occasion was at Taua.

89. If I call a witness who saw myself and wife on that occasion what will you say?—I never heard of the pa being built until now. All I know about, at that time, was the burning of the houses.

90. Are you not aware the Muaupoko came and pulled up the potatoes of Te Puke?—Yes.

91. Do you think that I am capable of telling you a lie, and stating that I was there when I was not?—All I can say is, I did not see you. Many times our relations would come and see us, and you used to come; you often came. But as to the title of the land you have none.

92. Are you not aware that this block from Kukutauaki to Tuwhakaturua came before the Court at Foxton, in 1872, on the 5th November?—Yes.

93. Did you not see myself and Hene Kipa, Watena, Tauteka, and others who went to hear the proceedings in that case?—Yes, you were there, and so were all the people of the Ngatiraukawa.

94. Did you not see a claim put in by Pomare, Watene te Waewae, Tauteka, Waratini, Tuainuku and others to investigate their claims to this land in 1872?—It may be so, but the

application I know of was by Caroline and Tauteka, in respect of which the survey was made by Swainson.

95. When this block was awarded to Ngatiraukawa by occupation and conquest, was not this piece excepted?—Yes, it was.

96. After the main block was disposed of, was not the subsequent investigation taken on the application of these persons whose names you have just given?—I understand the investigation was taken on the application of Caroline and Tauteka, because they had a completed survey.

97. Is it not a fact that, in the application of these people whose names I have given, one of the boundaries was a place called Tauateruru?—I think that was the boundary given on the plan I have spoken of.

98. Did you not hear Kemp say that if he was defeated on the investigation of this application he would fight Ngatiraukawa?—Yes, he said that. He was a great man then. He was constantly with a gun in his hand. Ngatiraukawa made an application to the Government to take away the Government guns from Kemp, and said if he wanted to fight let him fight with Maori weapons.

99. Are you not aware that it was in consequence of the threats of Kemp to make war that the title of Whatanui to this block was not investigated?—That is what Kemp and Kawana said, but Kawana was the worst disturber of the peace.

100. Are you not aware that Watena and others sent in an application to rehear this block?—They did.

101. But it was too late under the regulations?—I do not think it was too late. The Chief Judge simply disallowed the claim for a rehearing. There was also an application by Kawana to rehear the large block over the whole range from Manawatu to Kukutauaki, and that was also disallowed.

102. And there was a letter also from Watene to the Government asking that there might be a rehearing for this block?—Yes, and there were petitions. Williams was the chief framer of these petitions; and latterly, too, he has been taking great interest in the framing of them.

103. Was it not because Watene continued to reside on this land after the adjudication of 1873, and because Kawana wished to hasten his departure from the block, that he burned the houses?—Yes.

104. And it was when the Government heard of this disturbance that McLean came?—It was some time before McLean came. But, preceding him, Mr. Booth came, and Wi Parata and other chiefs of Wanganui, with Mete Kingi; and later on Kemp, McLean, and chiefs of the Arawa, Petera te Puku, Atua, and Kiharoa. They came to Wellington to try and put an end to the disturbance, and when we went with McLean to Wellington these chiefs were still with him.

105. When Mr. Booth came to us at that pa, did you not see myself and Hene Kipa there?—I only saw you the day that Mr. Booth came, and the following morning you returned to Otaki.

106. Are you not aware that Hene came first and I came after?—No; I do not remember that. I do not think Hene was there; in fact, I am sure she was not.

107. Are you not aware that it was myself and Tutaki and Waratini who burned the whares at Otaiawha?—Yes.

108. Are you not aware that this was formerly Whatanui's land?—Yes.

109. Was it not because we were told by Mr. Booth that Mr. McLean had arrived at Otaki that we went back there?—No, you were already there. It was we who were sent for to go and meet Mr. McLean.

110. Are you not aware that Mr. McLean told us we should stop war—that it was foolish work?—I heard him say to stop fighting, and leave the matter to him.

111. Did he not say that some of the people should go to Wellington and get the matter settled?—He took us—the people who were concerned in the trouble—to Wellington.

112. Did not Hene Kipa go with that party?—No. When I returned from Wellington on that occasion I brought a letter from Tauteka suggesting that they should go to Wellington, and Hene Kipa went with them; but all the matters had been settled by that time.

113. When Hene Kipa got there, did she not find Karanama te Kapukai, Rakapatopiora, Watene te Waewae, and others?—I do not know. I repeat that Hene Kipa was not there when this matter was settled in Wellington.

114. Did you not hear Matene and the others sent for Hene and others to come and take 1,200 acres in place of the 1,300 acres?—I heard that for the first time when Hene said it in Court at Otaki. Formerly, I never heard it.

115. Are you not aware that it was the original Whatanui who made peace with all those tribes at Karikari?—That is so.

116. Why did you not say it was those persons under whom you are now claiming that made that peace?—Although there may be many chiefs in the tribe, there was only one at that time who could do such work as this. But that did not constitute a right to the land.

117. Are you not aware that it was when Whatanui came to Horowhenua that he and Taueki laid down the boundary?—I never heard it till now. What I did hear was that he laid down the boundaries for the occupation of the Muaupoko and the boundaries for the occupation of his own hapus.

118. Who knew most about this block, you or Kemp?—I think I did, because Kemp never resided permanently there. He talks to the Government himself, and makes himself thought much of. Whether it is true or false it does not matter to him, so long as it serves his purpose.

119. Did you approve of our objection to the place pointed out by Kemp as having been occupied by Whatanui?—It is correct to some extent, but I object to the statement that they belonged to Whatanui alone.

120. Are all the places pointed out by Kemp included in No. 9?—I do not know some of the places.

121. Are you outside No. 9—you that are living on this block with your cultivations?—Yes.

122. Have you been living there ever since 1873?—Yes. Some part of it is in No. 9—the cultivations and eel-weirs—and our cattle and stock are running there.

123. By what mana are you residing there—under the mana of Kemp, or your own, or anybody else's?—Our mana was determined in 1873; our right there now is the land that was returned to us by Mr. McLean.

124. But apparently Mr. McLean did not return to you your houses and actual occupations: for that reason I ask you, by what right do you still reside there?—Because we were told at that time that the 1,200 acres would include all our cultivations and our homes; but in 1886 they were left out.

125. Then, when in 1886 No. 14 was offered to you, did you object to it because you wanted the land placed so as to take in your houses and your cultivations?—Yes.

126. Were the descendants of Whatanui contented with that 1,200 acres previously to 1886?—Yes, so far as I know. I meant, if this land had been settled in 1886, to put in Hene Kipa, but not persons from the north. I did not say that she had any special right.

127. *The Chairman.*] Are you willing that she should be in now?—My mind is altered now. Let her show her right to come in.

128. *Kipa te Whatanui.*] You said yesterday you were willing to admit Ruriweti and Hene and others who are residing here?—What I said was, that that was what I said in 1886.

129. Now your mind is changed, and you do not agree to them being put in?—That was their work; not mine.

130. Do you approve of the boundaries suggested by Kemp to Mr. Travers in 1871?—No, I object to those boundaries.

131. Then you are objecting to the giving of the 1,200 acres to the *wri* of Whatanui?—I approve of it, because I say I was the descendant of Whatanui at that time. I was the person to whom it was understood that the land should be returned—I and the persons that were living on the land.

132. Then you object to what Kemp says, that it was given back to Pomare and others?—Such talk as that was never heard of till after 1886. It is in consequence of Kemp and Pomare putting their heads together.

133. Did you speak of a house on the other side of Hokio as being a house of Whatanui?—Yes, I spoke of it.

134. *Mr. Morison.*] It has been suggested to you that Pomare came down to mediate between the Muaupoko and Whatanui's people as to these boundaries. Is it not a custom for chiefs at a distance, who may or may not be related, to go away and mediate in disputes of that kind?—That is so; but I do not think he came in that capacity.

135. Was not Heremaia Tamaihotua, of the Wairarapa, asked to come and mediate?—Yes.

136. And was not Mete Kingi asked to come?—Yes.

137. Was not Hene Kipa one of the plaintiffs in the Supreme Court in the action to get your people cut out of this land?—She was.

138. All the descendants of Pomare joined together to turn you out of the land on account of the Order in Council?—Yes.

139. And put you to considerable expense in fighting that?—Yes.

JOHN STEVENS, M.H.R., examined.

140. *Mr. Morison.*] You reside at Bull's, do you not?—Yes.

141. You remember, in 1874, Kawana being charged with setting fire to a house on this land?—Yes.

142. At that time you were to some extent his adviser and assistant?—In that matter only.

143. Did you go with him from Bull's when he received the summons at Horowhenua?—We rode together from Parawanui.

144. What was the state of matters when you reached Horowhenua?—Muaupoko and Ngati-pariri, and the whole of the people on the block, were assembled together in fighting pas when we arrived at Kupe.

145. Was there, in your opinion, any real danger of serious outbreak between Muaupoko and Ngatiraukawa at that time?—Most decidedly.

146. It has been suggested that they were firing at each other at a distance with a view to avoiding bloodshed. Can you explain the meaning of their method of firing in this way?—Their method of firing in that way was with a view of each tempting the other to come on, to be the first to shed blood, in order to justify a proper assault on their part.

147. There was an escort sent to take Hunia down to Wellington?—When Hunia and I arrived at Horowhenua, we learned then that McLean was at Otaki, and I went on to see him, and having interviewed him on the subject, he said he would like to see Hunia. I said that he was afraid to ride down through the Ngatiraukawa country for fear they would shoot him. McLean said, "I will give you an escort of cavalry to bring him down." The following morning an escort of cavalry came up with me to Kupe and escorted Hunia down to Otaki.

148. Can you say whether McLean himself apprehended any serious difficulty between these people unless a settlement was made?—I assume he did apprehend a real difficulty, for the reason that he was extremely anxious that everything should be done to prevent a recurrence of the firing which had taken place. He wished, if possible, to bring about an amicable settlement between the contending tribes.

149. According to Maori ideas, if once blood has been shed on either side, what would have been the probable result?—In all probability each tribe would have got their people, and there would have been amongst the Natives themselves a prolonged difficulty, as there was at Patohai when Moanui and Te Hakuku had a pa besieged there for several months.

150. As long as blood is not shed there is nothing to call for revenge?—They say that so long as no blood is shed they cannot seek revenge.

HENI TE REI examined.

151. *Mr. Morison.*] You reside at Otaki?—Yes.

152. You are a daughter of Matene te Whiwhi?—Yes.

153. After the death of Te Rauparaha, on whom did his mana descend? Who was recognised as his representative?—It descended to my father.

154. You remember the trouble in 1874 between Ngatiraukawau and Muaupoko about the burning of the whares?—Yes.

155. You remember Matene te Whiwhi going to Wellington with Te Puke and others?—Yes.

156. You know of the agreement between McLean and Kemp, to make reserves for the Ngatiparikohatu and other hapus?—Yes.

157. Have you ever asked Kemp to carry out that agreement?—Yes.

158. What answer did Kemp give you?—He said to me, "Wait till my troubles are over."

159. Which of the Ngatiparikohatu went and occupied the land to the south of the Mahoenui boundary?—My ancestor, Topiora.

160. She was a sister of Te Ranihaeata?—Yes.

161. Waiwiri and that district was the land where he had a special occupation?—Yes.

162. Who laid down the Mahoenui boundary between Ngatiparikohatu and Whatanui's people?—My ancestor, Topiora, and Whatanui.

163. Do you know the names of the kaingas occupied by Topiora and Matene te Whiwhi on that land?—Topiora resided at Mahoenui; Matene resided at Waiwiri, and returned to Otaki.

164. Had they any other kaingas on this block besides Mahoenui?—Waiwiri was another place.

165. North of the Waiwiri Stream?—Yes.

166. Did they catch eels on the north side?—Yes.

167. Do you know a kainga called Otawhaowhao?—I have not seen it, but I have heard of it.

168. You personally have lived at Otaki?—Yes.

169. Who have you heard lived and worked at that kainga?—I heard it was the permanent descendants of Whatanui.

170. In the time of Rangihaeata and Topiora, were there large cultivations near Mahoenui?—I did not see them, but I heard that was the place at which they were.

171. Who of the Ngatiraukawa who lived on the land south of Mahoenui were living there at the time of the trouble with Kawana?—My elder relatives Waratini, Tuainuku, and Puke.

172. They belonged to Ngatiraukawa, did they not?—Yes.

173. They had, I suppose, other workmen and people living there with them?—Yes.

174. Did Puke remain there till his death?—Yes, and his younger brother also.

175. Who was he?—Nerihana te Paea.

176. You ask that sufficient reserves be set off for the hapus named by Te Puke to McLean in 1874?—Yes.

177. I will read these hapus over to you [hapus read over]. If this land were investigated according to Maori custom, would those hapus have a right there south of the Mahoenui boundary, from what you have heard from your elders?—Yes.

178. In 1874, who were constantly residing on this land of Ngatiparikohatu?—Te Puke and Waratini. They were descendants of my grandmother.

179. Where was Matene te Whiwhi living in 1874?—At Otaki.

180. Did he go backwards and forwards to those kaingas from Otaki?—Yes.

181. Karaibe te Puke was continually living there, was he not?—Yes.

182. Where was Horomona Toremi living at the time?—At Otaki.

183. Did he go backwards and forwards to this land?—During the eel-season he used to come up and catch eels.

184. What was the name of his eel-pa?—I do not know.

185. Have you heard of the eel-pa of Maungariki?—Yes.

186. Had he any other right to that land besides that pa?—It was one which was given to him by my ancestor Topiora.

187. Where was Nerihana te Paea living at that time?—At Mahoenui.

188. Who was Rakeira Tipihana?—A sister of Te Puke. They lived at Rotorua.

189. Would she have a right to this land with her brother?—Yes.

190. Neville Nicholson (Aohau) was living at Horowhenua, was he not?—Yes.

191. Had he any right south of this line?—Yes, through Aperahana te Ruru.

192. What was his hapu named?—Ngatipariraukawa.

193. And Ngauriki Tuainuku?—Her claim was the same.

194. One of her residences was Mahoenui, and another was at Horowhenua, was it not?—Yes.

195. Had Tauteka more than one kainga, or only one?—Her permanent place of abode was Horowhenua. Then after living with my father she went on to Otaki.

196. Did she have a right to Mahoenui?—Yes, through Aperahana te Ruru.

197. Has Kipihana te Kanaroa any right to this land?—He has none, but his wife had.

198. Has Tamihana te Rauparaha any rights at Waiwiri?—No, excepting through Ngatiparikohatu.

199. He has not occupied this land?—No.
 200. Has he any children alive?—He never had any.
 201. He was your uncle, was he not?—Yes.
 202. Rakapa Topiora was a sister of Matene te Whiwhi?—Yes.
 203. Where would she have rights?—She would have claims on the part where her father claimed, and where her uncle claimed.
 204. The names I have read of those who you say have rights—have they all *nohotuturu* on this land?—Yes. [Genealogy produced.]
 205. Do you claim a right of this land through your mother?—Yes.
 206. Have you any children?—Yes.
 207. Had your sister Louisa any right through Matene?—Yes.
 208. Have her children any right, according to Maori custom?—Yes.
 209. At that time Ema te Rauparaha was living at Horowhenua?—Yes.
 210. Have the descendants of Te Rauparaha got a right to this land?—Yes, I believe they all have a right, as Ngatiparikohatu.
 211. Who of Ngatihikitana have a right to the land?—Te Puke, Nerihana, and their sisters.
 212. How many children has Te Puke alive?—Two.
 213. Has Nerihana te Paea got any children?—No.
 214. Or Rakiera Tipihana?—No.
 215. Is she still alive?—Yes.
 216. Do you know whether Rakiera has worked personally on this land?—Yes; after she was married she went there, but before that she worked on the land: she and her father and mother.

NEVILLE NICHOLSON re-examined.

217. *The Chairman.*] You remember receiving £1,050 from Sir Donald McLean in connection with this land. Was any given by himself to any people except those that signed the agreement? Not that I know of.
 218. Do you know of any lease having been granted to any European of the lands to the south of Raukauhama and Mahoenui?—Yes.
 219. Was there one lease, or more than one?—There were leases to Albert Nicholson, Hector McDonald, and John Knox.
 220. What chiefs leased that land to those pakehas?—Matene te Puke and Matene te Whiwhi leased the lands to the Europeans I have named.
 221. Do you know if the whole of the lands was leased right up to the sea south of the Mahoenui boundary?—Yes, right up to the beach.
 222. Do you know whether Tauteka received any of the rent?—Yes.
 223. Had Tamaianewa or Tuaenuku anything to do with any of the lease?—Yes.
 224. Do you remember when that land was first leased by Matene?—I could not tell. Up to 1873 we leased it, but the lease ceased from our people from that time.
 225. Who leased it after 1874?—It was a Native lease—without going through any legal process.
 226. *Mr. McDonald.*] Are you one of those who have a right in this 1,200-acre piece?—No.
 227. Then your claim is not summed up in the agreement made by Kemp in 1874?—Yes; I claim on those promises given by Sir Donald McLean.
 228. Did you go to Palmerston in 1886 when this land was being divided?—Yes.
 229. Do you know whether the Muaupoko were assembled there for the purpose of apportioning this land?—Yes.
 230. Did you say anything to them about this land?—No, but I spoke to Kemp outside the Court.
 231. You did not say anything to the Muaupoko at all about it?—No.
 232. *The Chairman.*] If you get reserves will they be occupied by you, and not sold or mortgaged?—They would be permanent lands for us to occupy.

RAIHA PUAHA examined.

233. *Mr. Morison.*] You live at Porirua?—Yes.
 234. Your mother was Raiha Waitohi?—Yes.
 235. And she married Rarewa Puaha?—Yes.
 236. Of Porirua?—Yes.
 237. It was after you married that you went to live at Porirua?—Yes; I lived at Porirua and here also.
 238. Previous to your marriage you lived in this district?—Yes.
 239. With Matene te Whiwhi and his people?—Yes.
 240. Has your mother been on this land?—Yes; all those kaingas and settlements were places I used to go to.
 241. You remember the trouble between the Muaupoko and Ngatiraukawa in 1874?—Yes.
 242. You went down to Wellington, did you not, with Mr. McLean and the rest of Ngatiraukawa?—Yes, I accompanied them.
 243. Do you remember McLean paying out money on that occasion in Wellington?—Yes; McLean was a very good friend of my father's.
 244. Did you receive from anybody any of the money that was paid down?—Yes; I was not amongst those who signed the paper.
 245. From whom did you receive it?—Matene and Te Puke.
 246. You did not receive any money from Mr. McLean?—No; he did not pay me any money.

247. Did you receive any money from any of those persons who signed the agreement?—Matene gave me £5, and Te Puke £4.
248. Can you say whether any of the others who did not sign the agreement got any money?—Matene and others.
249. But they signed the agreement?—I do not know what the others did. I only accompanied them to Wellington.
250. Were there many young children who went from here to Wellington?—We were the children; I was over twenty.
251. Can you remember what Mr. McLean said when he addressed the people?—I recollect the separation of some acres for Tauteka and for Matene and the others. That is why I went, so that I could be put into the land.
252. *Mr. McDonald.*] How many acres were set apart for Tauteka?—I do not know.
253. Was it 1,300 acres?—Perhaps so.
254. Was there only one piece set apart for Tauteka and party?—There was one piece for Matene.
255. How many pieces were allotted for Matene and his party?—I could not tell you.
256. Was it one piece, or two?—There was one piece for Te Puke. I remember that these people were to have 1,000 acres.
257. There was one piece set apart for Tauteka, Watene, and Puke, and one piece for Matene. Is that so?—I heard they were to have a piece.
258. Did you hear of any other party receiving a piece?—I do not know. Hiromona and others were there, but I did not hear that any piece was set apart for them.
259. Which piece were you going into—Tauteka's or Matene's?—Into Matene's.
260. Did you go up to the Court of 1886, in Palmerston?—No; Te Whiwhi and Jane were the only people who went.
261. Do you know of any person who spoke of this reserve which was to be made for Martin?—I heard so.
262. What did you hear?—That we were to have that piece.
263. Who did you hear this from?—I have heard Martin and others talk about it.
264. I am speaking of 1886?—I did not go to Palmerston.
265. Did you not ask Hane when she came back?—Yes; I heard that Martin and the others had a piece of their land. I did not go to the Court of 1886.
266. But Hane te Re went?—Yes.
267. Did not you ask about the piece of land you were to get when she came back?—I did not think to ask her anything about that piece of land; it was parted with long ago.

TAMEHANA TE HOIA re-examined.

268. *Mr. Morison.*] Your kainga is at Porotawhao?—Yes, my principal residence is there.
269. Do you know this Horowhenua land now before the Court?—Yes.
270. You are the chief of Ngatihuia?—Yes.
271. Have Ngatihuia got any dead buried on this land?—Yes.
272. Where are those dead buried?—At Oioao. [Witness pointed out the place on the map.]
273. Before the Court of 1873, who occupied that land to the north of Oioao?—That was a permanent pa of Ngatihuia.
274. Where do the Ngatihuia claim as from the southern boundary?—From Namana on to Ohita. That is practically the line the committee fixed. The first line was from here to Ohita going on to the Ruatake, and from there on to the ranges.
275. Did you hear Kemp tell the Commission that he had brought down the northern boundary in consequence of an agreement with Ngatihuia, and if Kemp says so, is it correct?—It is false; he has never brought down the boundary at all. Waingaio was the place adjudged by the Court, and he has kept the boundary to Waingaio.
276. Did Kemp make any promise to you or to the Ngatihuia that he would return to you Wahitapu?—There were forty or fifty people assembled at Otaki when Kemp said this to Ngatihuia.
277. Subsequently to this, have you ever asked Kemp to make good his promise?—Yes, we have done so several times.
278. When and where did you speak to him about it?—We spoke about it in Wellington.
279. Anywhere else?—Karanama spoke about it in 1886, on going to Palmerston.
280. What has Kemp's answer always been about this reserve?—He assented to the request. Kemp's answer in Wellington was that he would carry this promise out whenever the troubles between he and Wirihana were brought to a close, and it was only in consequence of the trouble between he and Wirihana that he did not carry out the promise before.
281. How many acres do you ask should be set aside in this block, in respect to your burial-place, and the site of your pa?—There are two pas of Ngatihuia—one at Oioao and one at Te Korangi on the boundary, but they have called it Wangai.
282. How many acres should be set aside, do you ask, in pursuance of this undertaking of Kemp's at Oioao?—[Witness indicated the portion that should, in his opinion, be set aside by reference to the map.]
283. I want you to tell the Commission if Kemp has not promised time after time that this land should be cut off?—Yes; Kemp has talked very straight about this, and he has spoken about it to Hoani Taipua, the member for Parliament. Kipa has mentioned this report of the Committee to Kemp, because there is a family relationship between he and Hoani Taipua. He is of Ngatihuia descent.
284. Who were the people living on the south side of the Hoki at the time when Kawana Hunia burnt the whares, after the Court?—Watene and Witi (their houses were burnt), including

Watene's wife, Hitau, Waretini, Ranginani, a sister of Te Awahou's, and Waretini's wife and children, who were each grown up; one of the children was Hakeke.

285. Do you remember the Ngatiraukawa going to Wellington with McLean after the arrival of Kawana Hunia?—Yes

286. When these people returned, what was generally referred to as to the settlement of the difficulty? How was it settled?—They said that Kemp had agreed to give Watene's people 1,300 acres of land; but the true reason of their giving that piece of land was not because it was a gift from Kemp, it was in consequence of the fighting. I never heard before this trouble that Kemp had given 1,300 acres of land. It was an untruth that he spoke.

287. At that time did you hear that this land was given to Pomare by Kemp?—No; that is another make-up on his part.

288. *Mr. McDonald.*] The Maoris consider their burial places very sacred, do they not?—Yes.

289. And they consider it is the duty of succeeding generations to protect the burial-places of their ancestors?—Yes.

290. And it is for this reason that you claim to have this part allotted to you as a burial-place of certain of your ancestors?—Yes, the pa we were living in.

291. If the Muaupoko were to go on to the lands awarded to Ngatihua, and ask you to set apart their burial-places, of course you would agree to the request?—Yes, we would assent to it.

292. I suppose the Muaupoko died before Rauparaha came down here?—I have never heard, in regard to the block we are speaking of, that the Muaupoko were buried "here or there."

293. Have not the Muaupoko had burial-places in different parts of the Manawatu before Rauparaha came down?—I have not heard.

294. If they come to you and point out their burial-places, you will be quite willing, I presume, to present those places to them?—Yes; if Komokarau had been given to me, and Muaupoko had people buried there, I would allow them to have their burial-ground.

295. But if they are buried on Porotawhao, you will not allow it?—If Komokarau were at Porotawhao I should give it to them. There would be no other burial-place but that.

296. You were not amongst the chiefs who went to Wellington to meet Sir Donald McLean about the troubles, were you?—No, I remained at Otaki with the others.

297. Did you hear from them of this 1,300 acres having been set apart for Matene and Whatanui's people?—Yes, I heard this from Martin himself.

298. Did you hear of any other reserve being set aside at the same time?—Yes.

299. What did you hear?—I heard that land was reserved for Ngatiraukawa and Ngatihikitaua.

300. You heard of it in this Commission?—No; these are old talks. I heard of it in 1874.

301. What else did you hear?—I heard the same time about reserves for Ngatihua.

302. How was it that this reserve for Ngatihua was omitted from the agreement then made?—Major Kemp's agreement was what he stated to us when he came back from Otaki.

303. Then the agreement between you and Kemp is altogether verbal?—Yes.

304. If Kemp denies it, what is to be done?—If he denies it, there are a great many people who were in Wellington and who know what he said.

305. This alleged promise between you and Major Kemp was made previous to 1886, was it not?—Yes.

306. Now, you have had a great deal of experience in the Native Land Court, have you not?—Yes.

307. And you know that at that time Major Kemp was a trustee for the people?—Yes; I heard from Kawana Hunia that he was a trustee for this people, but they did not want him to be their trustee.

308. Still he was a trustee?—Yes.

309. When you heard that the Horowhenua land was being divided in 1886, did you inform the Muaupoko of the promise that had been made by Major Kemp to you?—I was going to, but Karanama did.

310. Did he tell you that he informed the Muaupoko of that promise of Kemp's?—He spoke to Ngatihua.

311. But did he speak to Muaupoko?—The Muaupoko were not the chiefs of that land. We spoke to Kemp about it just in the same way as these reserves are spoken about at Waiwiri, Porotawhao and other places.

312. The Ngatihua got a block of land—No. 7, I think—in Manawatu at the same Court, in 1873, and you are the chief of Ngatihua. Now, then, would it be sufficient for anybody to make you an offer for that land, and for you to part with it without consulting your people?—The tribe, as a tribe, had nothing to do with it; it all rested in Kemp's hands; he was the chief.

313. But did not the Native Land Court award it to the Muaupoko Tribe?—Yes, and then left it for Kemp to divide it amongst the tribe.

314. Did the Court leave it to Kemp to divide amongst the tribe?—I heard that it was left to Kemp.

315. The fact remains that neither you nor Karanama, nor anybody else informed the Muaupoko when this land was being partitioned of any such promise as you allege?—The Muaupoko had heard of it from Kemp. Kemp had the mana over it, and what was the use of speaking about it?

316. *Mr. Morison.*] Would it be proper, according to Maori *tikanga*, for you to go behind the recognised chief of the tribe and ask the people's consent? Would it not be insulting to Kemp to do that?—No chief would do that.

317. *The Chairman.*] What you want is to secure the sanctity of this burial-place and pa?—There are two pas.

318. Who lives at the pa now?—The Muaupoko have got it; none of my people are living there now.

319. Is this a very old burial-place?—Yes, ever since 1844, from time of Ngatihua.

320. Are there lots of people buried there?—About ten.

321. *Mr. McDonald.*] Was it after you ran away from the Hutt that you began to bury people there?—Rangihaeta came here in 1846, but we had been on the land since 1844.

322. *Mr. Morison.*] As a matter of fact, is not this promise of Kemp's well known amongst the Muaupoko—I mean the promise to Ngatihui?—Yes.

323. Can you give the names of any of the Muaupoko to whom you have spoken on this question?—If I were to ask these people about it now, they would contradict it. Kawana Hunia is one, and Wirihana, Hoani Puihi, and Te Rangimairehau.

324. Have they objected to the reserves?—They have not objected. In those days their objection would have been heard of.

325. They have not objected?—No; I have never heard of any objection raised about the matter before this present Court.

326. Have you yourself spoken to any chiefs about it?—Yes.

327. Have they expressed their assent to you?—Yes; they assented on account of knowing that it came from Kemp. He is the chief of the land and the chief of the tribe.

STATEMENT OF KIPA TE WHATANUI.

328. *Kipa te Whatanui.*] Te Whatanui was a son-in-law of Te Rauparaha. They were both fighting men. Whatanui came from Maungatautari, Taupo, by the Wanganui River. He went to the Manawatu and to Karekare, and there he saw the hapus Rangitane, Muaupoko, and Ngatiapa, and he made peace with those three hapus. The majority of the Muaupoko were scattered about in the bush. Then he came down to this land of Horowhenua. After he came to Horowhenua, Rauparaha heard that Whatanui had made peace with those three tribes, and a fighting-party was raised by Rauparaha, and they came to Papaitonga, where the Muaupoko were, and he attacked and took the pa. He came on then to Horowhenua, and found that Te Whatanui was living at Raumatangi, but he had no consideration for Whatanui. He went and fought the Muaupoko in their pas, and after taking the place his fighting-party returned. After that Whatanui sent some slaves of his to call the Muaupoko together to come to him. The Muaupoko arrived; the chief of them was a man named Taueki, and he asked Whatanui whether he would be the sheltering *rata* over him. Whatanui said, "Only the drops of rain from heaven will come on you; my hand shall not touch you." After that, Rauparaha sent word to Whatanui that he had better destroy the Muaupoko, and Whatanui returned for answer, "No one must climb up my backbone," and the messenger returned and gave that message to Rauparaha. That was the end of the fighting in this place. Rauparaha listened, and consented to what his nephew had said. Whatanui and the Muaupoko then resided on this land, and Whatanui thought it best to lay down a boundary between himself and the Muaupoko. Then he spoke to Taueki, and they both laid down a boundary—Tauataruru—and the Muaupoko and Whatanui resided peaceably on the land. Old Whatanui went back to Otaki and died there, and his children remained. I am not quite certain whether he died at Otaki or Muhunua, but he was taken to a pa called Rangiuuru, and buried there. After that, again, he was taken up and taken to Taupo to his own people, but his children remained here with the Muaupoko. There was no trouble ever took place amongst them. Tutaki went to the Bay of Islands to his sister, and after he resided there he came back here, and he leased this land to Hector; he alone used to receive the rent until the term of the first lease had expired; then he was also concerned in the lease given by the Muaupoko. The reason for his being connected with the lease was because he owned from Taura te ruru ro Hokea; he used to receive £10 per annum. After that he made a fresh lease for the south side, commencing from the mouth of the Hokio to Raumatangi, and following the creek down by Kohutorua, and then went off south to Mahoenui, and from there to the beach to Raukauhamama. That land he leased to Hector for £100 a year. The persons named in the lease were Whatanui Tutaki and his wife, Riria. His settlement was just outside the 1,200-acre block. When sickness attacked him, he went to his grandchild, Caroline, and there he died, and they brought him back to Horowhenua and buried him there. In consequence of Pomare being absent so long and not coming till he had died, Aohua's mother drove the sheep off the land; she was living with a European, and she knew the customs of the Europeans. When Pomare came he found there was no stock upon the land. When Hector heard we had arrived at Watene's place, he came and he knelt down at the feet of Pomare, and commenced to weep. Hector said, when he got up, "If you had come here before there would have been no trouble. After we had remained there a couple of days, we went, and Muaupoko. Pomare spoke to them and said, "You must all live in peace amongst yourselves." He spoke to Watene and said, "You must also live in peace." When we went away we saw Hector, and he gave Pomare £5; then we went back to Otaki and had some talk with Watene about this land to be brought before the Court. Pomare said, "In that case I will return here," and he told Hene to remain here. In 1871, the trouble commenced on this land, and Kawana came to cause disturbance. After that trouble was over, Watene, Tauhaka and others sent an application to have the land heard and put in the name of Pomare. Pomare and Watene and others sent an application for the hearing of the land called Tauwhataruru. When Kemp saw this, he went up to Auckland and there saw Pomare; and Kemp said to Pomare, "If we get a judgment in favour of this land I will have an affectionate remembrance for you and the descendants of Whatanui." Pomare said, "Well, remember the last words of our fathers, Tueki and Watanui." Kemp replied that he would: "I will give the land back to you that they promised." Pomare then said, "If you will carry out what you say, I will go down to the Court." Kemp returned here, and the Court was held for Kukutauaki, and the Ngatiraukawa put the case before

the Court. The tribes that were disputing were Muaupoko, Rangitane, Ngatipi, and Ngatukuhungunu, and Kemp represented the Wanganuis. Pomare did not come down to the hearing of that block, on account of his arrangement with Kemp. When the Court heard the case, they gave the land to Ngatiraukawa, but they cut out Horowhenua. It was not six months after the hearing of that case—at the same sitting of the Court—that Tautaki and Waretina and others put in for this block, and the whole block was given to the Muaupoko. In their case the boundary was laid down at Mahanui; after the case had gone on for some time, Mr. Buckley, Tautaki's solicitor, advised them to bring the boundary down to Waiwiri. Then the Court gave judgment in favour of Muaupoko. After that they gave Watene the 100 acres for a burial-ground. About two weeks after the judgment of the Court had been delivered, a list of the names was handed in for the 100 acres, and they would not allow Hene Kipa's name to be in that lease, because she was a descendant of Watene. After that Muaupoko was sent to burn the house of Watene. He and others had sent in at that time for a rehearing of the block. Then trouble arose, and we all came together with our guns and arms. The Government heard that there was a fight going on between Muaupoko and Ngatiraukawa, and Sir Donald McLean came to Otaki, and sent Booth to ask the fighting-men to go to Otaki, and we all went. McLean told us we had better cease fighting, and he would arrange about something for the descendants of Whatanui. He asked Watene and others to go to Wellington, and they went. I do not know anything about Kemp going there. After the others had gone up, my wife went up to Wellington. When she got there, Aohau had returned. Matene te Whiwhi and others wished my wife to go and get £2,000 from McLean instead of 1,300 acres; the reason they did that was because they knew she was a prior descendant of Te Whatanui. But Hene was young and timid, and she did not care about going to ask for that money. They all returned, and that was the reason Hene was not included in the title for Horowhenua, because she belonged to the other side of the boundary. In consequence of all this trouble in 1880, Watene and others sent in a petition to the Court to adjudicate on Horowhenua. In 1886 the Court met at Palmerston. We went there—Aohau, Hene, Pomare, and Waretene—to show our claims on this land. When Aohau and myself got up to speak in the Court, Judge Wilson asked, "Are you in the certificate for this land"? We said, "No." The Judge then said, "If you continue to obstruct you will be locked up." In consequence of the Court not allowing us to speak about this land, we asked Kemp about the agreement he had made about the 1,300 acres in 1874. Aohau sent a telegram to Lewis, and Lewis came up with the deed. Then Kemp wanted to put the 1,300 acres at Papaitonga, and I told Hene and Pomare to tell Kemp that the descendants of Whatanui did not wish their land at Papaitonga, but to get their land block at the side of Raumatangi.

329. *The Chairman.*] Why did you send a message—were you a chief?—I was directing matters for my wife.

330. Do you claim to be a chief of the tribe yourself?—No, we were all equal. Kemp assented to give them the land, but they did not consent to that. Hene and Pomare wished them to give them the settlements or the eel-weirs or fishing-places within the boundaries; they wanted Kemp to give them the land, so as to include the plantations and the fishing-ground to the south of Hokio Stream, because they were the residences of their ancestors, Whatanui. Where Kemp brought their land to there was no water, only a little muddy stream that ran into the Hokio. In consequence of the land being given to them in that way, they sent in a petition, in 1891, asking for a re-hearing. When Kemp heard that a petition had been sent in he went to the Government. When Aohau and Ruriweti went to Lewis to talk about it, he told them it could not be done, because a petition from Kemp was presented to Parliament, and they came back and did not get the 1,200 acres. When I sent a petition before Parliament, Hadfield went to support my case, and he stated before Parliament that all this land belonged to Whatanui, and that he was a chief—he was the chief of the place. Trouble began to arise between Kemp and Warena on account of their trusteeship for Muaupoko, and Sir Walter Buller, Kemp's solicitor, joined in a prayer that an inquiry should be granted for the block; and Buller wrote out a petition for me—that is, for the descendants of Whatanui, asking that the block should be reheard. At the same time, Kemp put in a petition asking that the block might be reheard. A Parliamentary Committee reported on the petition, and last year Parliament decided that they would appoint a Royal Commission.

331. Are you prepared to pay for the rehearing of it, if the case goes against you?—Yes, we would all consent.

332. If it costs from £2,000 to £3,000, would you be willing to deposit the money beforehand?—I would consent to that, I would personally agree to it, but I would consult my friends on the matter.

MONDAY, 13TH APRIL, 1896.

HENE KIPA examined.

1. *Mr. Baldwin.*] You live at Otaki?—Yes.
2. And you are the wife of Kipa te Whatanui?—Yes.
3. Can you tell us old Whatanui's *whakapapa*?—Yes.
4. Is this *whakapapa* correct [list read and put in]?—Yes.
5. Where were you born?—I was born at the Bay of Islands.
6. When were you married?—About twenty-five years ago.
7. Long before you came to Otaki?—We had been married about a year when we came down here.
8. Do you remember Pomare having made expeditions down to these parts prior to that date?—I heard that he had been here formerly, and, I think, Ngahuaia with him.

9. After you were married you came down here with Pomare?—Yes; Pomare brought me down here. He came to inquire into the trouble between Muaupoko and Te Whatanui.
10. What was that trouble?—The trouble concerning the land.
11. Where did he land—at Otaki?—He came to Otaki first of all, and then on to Horowhenua.
12. Did he go up to the settlement at Horowhenua?—Yes.
13. Who were living there at that time?—Watene, Hitau, Waratini, and their children.
14. Who else?—Wiiti; these were the prominent occupiers of the kaingas when we came here.
15. Where was Kararaina at that time?—Her permanent settlement was at Manawatu, but when she heard we were here she came to see us, and to bring food.
16. Who arrived first of all at Horowhenua, Kararaina or Whatanui and yourself?—Kararaina was there waiting for our arrival. She was not permanently occupying the land.
17. Where was Tauteka at that time?—She accompanied us to Horowhenua from Otaki.
18. Tauteka was living at Otaki with Matene, her husband?—Yes; we found them here when I came with William Pomare.
19. Do you know what Pomare did when he arrived here?—I only know that when he came to the settlement belonging to the Muaupoko the Muaupoko welcomed him. Watene and the whole of us went there with him.
20. What happened?—After they had welcomed us they began to talk about the land and the trouble between them and the Whatanui.
21. Was anything done?—All I heard said was that the Muaupoko were to remain peaceably on their place, and Whatanui were to remain peaceably on their place; they were not to cause trouble to each other.
22. Did Pomare see Hector McDonald on that occasion?—Yes.
23. What happened at the meeting?—I do not know for certain what passed between Pomare and Hector. I only know about some money that was given to Pomare; I do not know how much. I only know the amount I received; it was £5, from Hector.
24. You were present at the Court of 1873, were you not?—Yes.
25. Do you remember the burning of the houses afterwards?—Yes.
26. Do you remember the meeting at Otaki?—Yes; I was staying there. I heard them at the meeting saying that they had better cease fighting. We were all present at the meeting, Caroline and others.
27. Did you go to Wellington?—Yes, with Mere Rumaki.
28. Was Watene there?—He had arrived in Wellington before we did.
29. Was there any discussion as to what was to be asked from the Government?—I heard what they were going to say, but when I had got there the talk had finished.
30. What was the talk you heard?—They were talking about the fighting which had been going on.
31. Was there no talk about land or money?—It was this: that if the descendants of Whatanui wished their money they could get it, if they wished for land they could get it.
32. Was any suggestion as to money made to you?—Karanama and Rakapa came to me and said if I wished to get any money I had better go to McLean. They wished me to go and get money from McLean. They were two days advising me to go. I told Watene that they wanted me to go with them to McLean, and he said, "You can do as you like;" but I had no wish to go, so I did not go. That was about the time that the Ngatiraukawa had taken the £1,000 odd.
33. When you came down from the Bay of Islands you had a child with you?—Yes.
34. What became of it?—After I came to Taranaki Hitea and others took charge of it, and it lived with Hitau at Horowhenua until it was grown up, and then my father took it to the Bay of Islands.
35. Have you ever lived yourself at Horowhenua for any length of time?—Otaki was my permanent residence, but I used to go backwards and forwards to Horowhenua.
36. Were you ever here for any length of time and on any one occasion?—No; I would go and stay there for two or three days, and then return to Otaki. My husband did not wish me to remain at Horowhenua, as he had a settlement at Otaki.
37. *Mr. Morison.*] After Whatanui Tutaki died, which of the descendants of Whatanui kept their fires burning on this land?—Watene and others; Waratini and Hitau Tutaki lived at Otaki.
38. She lived there because Maratene lived there?—Yes.
39. If it had not been for your husband you would have lived at the Bay of Islands?—I should have lived at Horowhenua.
40. If you had not married Kipa you would not have lived at Horowhenua?—I did not say that.
41. But it was on account of your husband that you came from the Bay of Islands to Otaki?—Kipa was taken by my father to Waikato, and we were married.
42. And because you married Kipa you came to Otaki?—I only went to live at Otaki because my husband's father was there.
43. You were present at the meeting between McLean and the chiefs at Otaki after the burning of the whares?—Yes.
44. These meetings lasted for about a week, did they not?—Yes; very likely.
45. Do you remember what McLean said—that he wished to have a meeting with the *uri* of Whatanui?—Yes; I heard that.
46. And consequent on his expressing that wish they brought him Watene Tutaki and others?—Yes; they had a meeting. I was present, and my mother, Caroline, got up and sang a *waiata*.
47. Why did you not speak at that meeting?—Because I was young.
48. You were married?—Yes.

49. Did Nicholson speak?—I never heard him say anything.
50. The reason you did not speak was because you looked on Watene, and Tutaki, and Caroline as your elders?—Yes.
51. Then it was right for these people to speak about this land to McLean?—If we had been elders we would have spoken.
52. Did Watene, Caroline, and Tutaki speak?—Yes; because they were descended from Whatanui.
53. Mr. Baldwin said that you were brought down here to represent Whatanui on this land; that was not correct, was it?—It was quite right; my mother brought me down to Horowhenua, but in consequence of my husband I lived at Otaki.
54. You were one of the people who commenced the action in the Supreme Court by which Nicholson and all these people were put out of this land?—I did not take it into the Supreme Court; we had gone to some meetings.
55. But you were one of the plaintiffs to turn them off this land?—First of all we had a case in the Native Land Court.
56. Do you remember the Native Land Court at which I appeared for Nicholson?—Yes.
57. After that Court you took the case into the Supreme Court to turn them off?—I did not have anything to do with it, I was away.
58. You were one that authorised Mr. Baldwin to commence the action?—I cannot recollect that.
59. Will you admit that it was very wrong of Pomare's people to try and turn these other people off the land?—They were trying to turn us off, and we were trying to turn them off.
60. Did you not have a judgment in the Appellate Court giving you each half the block?—Yes.
61. Did not Nicholson express his willingness to consent to that?—Yes; and I assented to it.
62. Then, why did you commence an action to turn him off?—I did not do so; I did not know of it.
63. Was it not wrong of Pomare and his people to commence such an action against their relatives?—I do not know what he thought of it.
64. Was it not a bad thing to do according to Maori custom?—It was not right.
65. Watene had many lands in this district, had he not?—Yes.
66. Manawaikēakea was the principal residence of his?—Yes.
67. The Court awarded all the lands on the Manawatu River which belonged to Whatanui to Caroline Tutaki and these people, did it not?—Yes; because we were absent at the time.
68. Were you not put in Opaikete and Kingariki?—I was not put in the latter; I was in the former.
69. Were you not put in Ohinekakiau?—Yes; when I found that was the only land that was left.
70. The latter was originally land of Whatanui's, was it not?—Yes.
71. When you applied to be put in that land, did not the Court ask for Tutaki's consent before it would put you in?—I do not know.
72. Are you not the only one of Pomare's descendants put in this land?—Yes; I was put in alone because they had been behaving very badly.
73. Tutaki consented to your going in, did she not?—Yes; the Court said it was right I should go in.
74. If the Court said it was right, why did it not put in the rest of Pomare's children?—It was because of the bad heart of Nicholson.
75. Nicholson was conducting the case, was he not?—Tutaki was conducting the case.
76. Nicholson objected to Pomare's children going in because they belonged to another tribe?—He did not say anything about it.
77. Then, what did you mean by his bad heart?—I know of other lands.
78. But I want you to talk about this land; did not the Court put you in only because you alone were consented to by Tutaki?—They could not thrust me off. I was a real descendant of Whatanui.
79. Then, why did not the Court put in all your people?—I was mentioned, and they let me in; they were not mentioned.
80. Did you stand up in Court and forget to mention your people?—I was not at the Court.
81. But you sent your husband there, did you not?—Yes; he was looking after my case; and some time afterwards I went up to the Court myself.
82. Did not Kipa tell you that because of the objection of Nicholson your people were kept out, but that Tutaki consented to your going in?—It was because the Court saw that my claim was good, and therefore put me in.
83. Did you hear why they did not put the rest in?—I do not know why they were not put in. It was because of his bad heart.
84. Did you apply for a rehearing of this land?—No, we sold it.
85. Who did?—All, including Nicholson.
86. You were down here in 1870, were you not?—Yes.
87. Why have you not alone, or with your family, got into all these lands that used to be Whatanui's other than Horowhenua?—By the time I had come up they had coaxed Whatanui to put them all in.
88. Was not Whatanui dead before these lands were put through the Court?—I am not quite sure.
89. Was not Rangihiwini part of Whatanui's land?—I do not know that land.
90. Do you know a block called Takapu, part of Whatanui's land?—Yes.
91. Why were you not put in that land?—We sold it, and I had some of the money.

92. Were you in the title?—How could I get the money if I was not? I suppose I was, because I got some money.

93. But do you not know whether you were?—I do not know.

94. The troubles in 1870 and 1873 lasted for some time, did they not?—Yes.

95. If Pomare was the proper representative of Whatanui, why did he not come down to assist his people?—He had come down before, and told them not to have any trouble, and after he went away they commenced it.

96. He was safer in the Bay of Islands?—He was a chief there, the same as here.

97. You have heard Kemp say that land was given to Pomare in 1874?—Yes.

98. Did you not hear, when you went to Wellington, that the land was given to Watene and Tutaki and those people?—I heard that the land was given to the descendants of Whatanui.

99. And who were the descendants who went down with McLean?—Watene and others; and I went afterwards.

100. Who of the *uri* of Whatanui went with McLean?—Those I have mentioned; they were the children of the sister of Whatanui.

101. But they were always called the *uri* of Whatanui, were they not?—Yes.

102. *Mr. Baldwin.*] You heard that this land was given to the *uri* of Whatanui in 1874?—Yes.

103. Who were the persons whom you understood by that term at that time?—Pomare and others, the lineal descendants.

104. When were most of these blocks you have spoken of—Manewai, Keakea, and others—put through the Native Land Court—before you came down or afterwards?—Most of them were put through before we came down here.

105. Those lands up there were part of the Ngatiraukawa lands originally, were they not, which had been allotted to that section which included Whatanui?—Yes.

106. Was there any case where you would set up a claim through the *taki* of Whatanui that you did not get into—any land into which Nicholson got?—The lands of Whatanui at Manama-keakea had been adjudicated before.

107. You got into Ohinekakea because you set up a case there?—That was after I came here; I sent in a claim for it.

108. Is there any other land you sent in a claim for?—That was the only piece of land left that I could send in a claim for.

109. Do you know a piece called Opaikete?—I was in that piece of land too.

110. *Mr. Morison* has asked you whether Nicholson did not object to you in connection with those tribal lands in the north: did he ever object to you in Horowhenua until now?—Why should he find a reason to object to me.

111. But did he, as a matter of fact, ever object?—He has been always wanting to get it for himself.

112. Did he ever specifically object to your going into the block before?—No.

113. Would you have come to Horowhenua if you had not married Kipa?—Yes; I should have been brought here by my father.

114. For what reason?—Because he would have brought me back to the land of our ancestors; it was not in any way because I was married to Kipa that I came down here. One reason I was married to Kipa was because he was a near relative of mine.

115. Prior to the Court that first sat, was there any conversation about Nicholson Ma going into this 1,200 acres outside the Court?—Yes; we said that we would give them 40 acres, but they would not assent to it.

116. They were quite willing, then, to give them a share in the land?—Yes; but they did not have it.

117. You mentioned Nicholson Ma having sold their lands at Manawatu; was it before or after this that Caroline came to live at Horowhenua?—I did not say anything about Caroline selling the land, I was speaking of the land at Takapu.

118. That is land you got money from the Government for?—Yes.

119. With regard to Pomare not going down in 1874, have you heard any talk of a meeting between Kipa and Pomare?—Yes; I have heard of it.

120. When was that?—It was after the first burning of the houses.

121. Were you present at the Court in 1886 in Palmerston?—Yes.

122. Do you remember the original allotment of the 1,200 acres down by Waiwera for the *uri* of Whatanui?—Yes; I heard of it. We were all there.

123. Did you agree to that?—I knew the whole of the land at Horowhenua was our land.

124. Did you have any conversation with Kemp?—I did not.

125. I asked you before if you spoke to Kemp about the removal of this 1,200 acres, and you said you did not. Was Hari Pomare at Palmerston?—Yes.

126. Did he speak to Kemp about it?—Yes; I went with Hari.

127. Was Te Wiiti at Palmerston?—I do not think so. No, he was not there.

128. What did Kemp say to you and Pomare?—Pomare and I went and saw Kemp about 8 o'clock in the morning at *Mr. Alec. McDonald's* place.

129. What happened?—When we went to see Kemp he was very unwilling, and asked us what we came to him for. We said we wished the 1,000 acres to be put on to where Waretini and the others were said to be removed to.

130. What did Kemp say?—He asked, "Is it because of the feeling you have for the old settlements of your old people?" I said, "Yes." He said, "Well, if the Aohau and that lot had come and asked me about it, I would not have consented; but, as you have come to ask me about it, I will consent."

131. *Mr. Morison.*] As a matter of fact, was it not because Watene had some cultivations beside Papaitonga Lake that he asked Kemp to give them the land there first?—I did not hear Watene say that.

132. Are you not aware that it was on account of Watene's cultivations that Kemp proposed to give them the 1,200 acres where he did?—I have not heard that.

133. Was it not Aohau who first told those people that Kemp had agreed to give the land near the Horowhenua Lake?—We heard it from Kemp. Kemp told us he would allow it to be put over there.

134. Do you know whether Kemp had agreed to this in Wellington in 1874?—I only heard that the land to be given to us was by the lake when we were at Palmerston.

135. You did not hear of it before?—I heard that we were to have the land, but I did not know where it was to be; but when at Palmerston it was settled that it should be there. It was put where the kaingas are.

136. Are you aware that Aohau sent to Wellington for the agreement?—The agreement was sent for when the dispute arose as to who it was for—whether it was for Whatanui or Watene's people.

RORA HAKARIA examined.

137. *Mr. Baldwin.*] Your name is Rora Hakaria, otherwise Korako?—Yes.

138. You are a sister of Major Kemp?—Yes.

139. Are you older or younger than he?—He is older than I am.

140. Where were you brought up?—At Horowhenua.

141. Do you remember about the time you went away from there?—I have forgotten.

142. Was it before or after the Rangitikei purchase?—I had gone away from here.

143. Up to that time had you lived in Horowhenua?—Yes.

144. Did you know the old Whatanui?—Yes, I have seen him.

145. Have you seen him living at Horowhenua?—Yes.

146. Who did he get the land from to live thereon?—My ancestor, Taueki, gave it to him.

147. To him personally, or to his tribe?—It was for Te Whatanui himself; he asked for it.

148. Do you know what land Taueki gave?—The Raumatangi.

149. From the Hokio to —?—On one side of the Hokio, the south side.

150. Where did old Whatanui live in your time?—At Korepo.

151. Do you understand maps?—If I were on the land I could show it.

152. Where was this Korepo—at Raumatangi or off it?—The other side of the Raumatangi.

153. Is it anywhere near where Tawa is now?—No; Tawa is below that again; Raumatangi is above it.

154. Were there any other kaingas of Whatanui during his life?—That was his principal residence. He had his pa there.

155. Do you know of any other kaingas in his time between Mahoenui and Hokio?—I did not see any.

156. Had he any workings about there?—Whatanui did not work; his slaves worked it. It was a place called Te Maori.

157. Did they work at any other places?—No; from there they used to go down to Otaki.

158. And you know of no other cultivations or kaingas during Whatanui's lifetime?—I stayed always here.

159. Had Whatanui any eel-pas?—There were some at the Raumatangi.

160. Who lived with Whatanui at this kainga?—His children, Te Whitu, and his slaves.

161. Any other children?—There were only two, Tahuri and Paiaki.

162. Is Paiaki the same as Te Haua?—Yes.

163. Who was the wife of Tahuri?—Afterwards he married Te Haua.

164. Who died first, Te Haua or Tahuri?—Tahuri.

165. During the lifetime of Tahuri and Te Haua were there any other persons excepting them and Te Whitu and their slaves who lived on this land?—Those were all the men who resided there permanently.

166. After the death of Tahuri, and during the lifetime of Te Haua, did Tutaki come there, or did he come afterwards?—Tahuri was alive; Tutaki and Ngahuia came there from Ngapuhi.

167. Did Tutaki live there permanently when Te Haua was still alive?—He stopped at Horowhenua, and then went on to Oturoa.

168. And did he permanently reside at Oturoa until the death of Te Haua?—After I left he died.

169. Was Tutaki living permanently at Horowhenua when you left?—He was living at Oturoa.

170. When did you first see Hitau at Horowhenua?—I never saw her.

171. When did you first see Hini Puaranga there?—She and her husband, Tuaeuku, came to Hokio, and then I saw them.

172. When did they go there? Was it long before you left?—I was living here when they came, and then they went back to Muhunua.

173. Where was their principal kainga?—Muhunua.

174. Did Watene live with Hini Puaranga at Muhunua?—Yes.

175. Where was Watene's children buried?—Muhunua.

176. Tutaki married this woman Hini Puaranga?—Yes; after the death of Tuaeuku.

177. Where did they go to live when they were married?—When I was in Wanganui they were living at Oturoa. Tutaki left one of his women at Oturoa. He deserted the previous wife, and then took Hini as his wife.

178. Where was Tauteka born?—I do not know for certain, but I think at Muhunua.

179. Can you say for certain whether she was born at Horowhenua?—I cannot be certain. I never knew of her residing permanently at Horowhenua.

180. When did you first see Kararaina at Horowhenua?—When I came back from the trouble caused by Muaupoko and Tutaki about the lease.

181. Was that long before the death of Tutaki?—No, he was alive.

182. Was it shortly before the burning of Watene's house?—I did not see that. Kemp saw it. I came here about the beginning of Tutaki's lease.

183. That would be 1867 or 1868?—I do not know.

184. Do you know whether it was soon before Watene's house was burnt?—I came before that was done. It was after I had gone back to Wanganui that the house was burnt.

185. And this lease the Muaupoko objected to was the lease on the north side of the Hokio?—Yes; they objected to the lease as a whole.

186. There were two leases, were there not?—Yes.

187. Were you in the Court in 1873 in Foxton?—At the Court which began in 1872?

188. Yes?—I was there in 1873.

189. Did you hear any statement made in Court about the occupation of Kararaina and Tauteka there?—Yes.

190. Did you hear this statement objected to in the Court?—Yes.

191. Who by?—Our side objected to it.

192. Do you yourself know whether the statement of the Ngatiraukawa about the occupation were true or false?—They were telling untruths.

193. Excepting as to the occupation of those particular persons you have mentioned?—Yes.

194. And you can say positively that those were the only persons who occupied up to the time of your lease?—Yes, in my time; after my time others came there.

195. Did you ever hear about a meeting between Kemp and Pomare at Auckland?—Yes; I heard it from Kemp.

196. Was this story about Kemp's and Pomare's meeting general information to many of the Muaupoko?—They did not know of it; Kemp had said another word. Pomare wished to come down here before the Court about the land, and Kemp told him he must not come.

197. *Mr. Morison.*] Were you not married to Hakaria at Putiki in 1851?—Yes; I do not know the year.

198. You were married by Mr. Taylor?—Yes.

199. How long were you in Wanganui before you were married?—It was the same year. I was taken from here by Hori King.

200. You have said that you heard the evidence of Caroline and Tauteka in Court?—Yes.

201. And that that evidence was untrue?—Yes; in the Court they were defeated.

202. Did you hear Kemp's evidence in Court?—I did.

203. Was that true?—Yes; he was talking quite correctly about the land.

204. Kemp says himself that his evidence was false?—I have not heard that.

RANGI MAIREHAU re-examined.

205. *Sir W. Buller.*] You heard the evidence of Mr. Morison's witnesses, Tamehana te Hoia and others?—Yes.

206. You heard it alleged by Ngatiraukawa witnesses that certain promises were made by Major Kemp to give them reserves; that they were to keep quiet and he would give them reserves by-and-by?—I have heard the Ngatiraukawa say so.

207. Did Major Kemp ever talk to you about giving reserves to the Ngatiraukawa in this block?—No.

208. Were you ever present at any meeting of Muaupoko when this matter was discussed by Major Kemp?—There was no meeting of Muaupoko.

209. Have you as a member of the Muaupoko Tribe agreed directly or indirectly to give any reserve out of this estate to the Ngatiraukawa save and excepting the 1,200 acres—No. 9?—We never agreed to give any reserve to the Ngatiraukawa excepting the reserve spoken of by the pakeha.

210. What reserve spoken of by the pakeha?—The 1,200 acres.

211. You refused to give the Ngatiraukawa any other than the 1,200 acres?—Yes; I would not give them any more.

212. *Mr. Morison.*] Do you remember the trouble in 1874?—What trouble?

213. The trouble about Kawana Hunia burning the houses?—I heard it, and saw it.

214. There was likely to be serious trouble about this, was there not?—Yes; there was very bad trouble occasioned by that. There were a great many guns fired by both sides, but no one was killed.

215. The Muaupoko were trying to shoot the Ngatiraukawa?—Yes; and we were also trying to shoot them.

216. Who were the people who were living on the south side of Hokio at this time, and who made the trouble with you?—Watene and his people, Nicholson and his people.

217. Do you not remember Keraipe te Puke?—I know him, but I do not see that he was mixed up with this trouble.

218. Was not Keraipe te Puke living at Mahoenui at this time?—No; he was living at Muhu-noa, above the line of Waiwiri.

219. Who was living at Mahoenui at this time?—Some went there to plant food, and the Muaupoko went and pulled it up.

220. Who went there to plant food, Puke and others?—Ropiha and the Wharepapa. I do not know about Te Puke.

221. Was not Meriane te Peiha cultivating food at this time?—I do not know.
222. Did not Ropiha, Puke's brother-in-law, belong to Puke's lot?—Yes.
223. Was not that why he went to Mahoenui?—I do not know.
224. Did not they come from Puke's kainga at Muhunua?—I did not see them.
225. Where did Ropiha live when he was not at Mahoenui?—I have told you I did not see them.
226. Then, they would come from Muhunua?—Perhaps so.
227. And this would be food for Puke that was being cultivated at Mahoenui?—I do not know that it was food for them. I have not said so.
228. You went to Wellington, did you not?—Yes.
229. Who of the Ngatiraukawa went to Wellington with Sir Donald McLean?—Some of the Ngatiraukawa had gone to Wellington, but it was I and Hunia who went there with McLean, and McLean paid for our beds and food.
230. Who of the Ngatiraukawa had gone to Wellington?—Watene, Ahau, Tauteka, Matene te Whiwhi, Karanama, and Te Puke.
231. Why did Te Puke and Matene go to Wellington?—I do not know.
232. You did not ask?—I did not hear what they went for, but I believe they went to get money.
233. Were you present at any meetings at Otaki between the Ngatiraukawa and Sir Donald McLean?—No.
234. McLean settled this trouble between you and the Ngatiraukawa, did he not?—Yes.
235. Kemp and McLean settled it, did they not?—Yes.
236. Were you present when McLean and Kemp settled this?—Yes.
237. Were there any papers signed then by Kemp?—That is one thing I never saw.
238. When McLean settled the matter what did he tell these people?—All I heard McLean say was that this trouble should be ended.
239. Was that all McLean said?—That is all I understood.
240. Did he not say anything about any land at this meeting?—Yes, he did say something, but I did not understand it.
241. Tell us what you think he said?—I should then be telling untruths before the Commission like other people—the Ngatiraukawa—who have told untruths.
242. Let me remind you of something McLean said?—You may try to put me in remembrance of it, but I did not understand it.
243. Do you not remember giving evidence and being examined by Nicholson here before the Commission?—He asked me if I saw Te Whatanui, and I said, "Yes, I had seen him," and if I had seen Taueki, and I said, "No."
244. Did he not ask you whether McLean did not say that there was land for Whatanui and Taueki?—I never said so.
245. Did you not hear anything said about any land at all?—No.
246. Nothing about land at all?—I said, "I heard McLean ask Kemp to give some land to the descendants of Te Whatanui." Pomare asked McLean. I did not see any writing.
247. Then you were present when McLean asked Taitoku to give this land to the descendants of Whatanui?—Yes.
248. Kemp says he and McLean were alone in McLean's house. Who is telling the truth, you or Kemp?—He spoke at the two meetings we held.
249. This was after the arrangement had been made between Kemp and McLean, was it not?—In the first instance, I think they arranged it between themselves in McLean's house. That I heard from Kemp.
250. *The Chairman.*] Where did you hear McLean ask Kemp that?—McLean came when we were all assembled together at a great table in the hostelry.
251. *The Chairman.*] Kemp's evidence was that he and McLean arranged the matter, and that then they went to another place and saw the Ngatiraukawa there.
252. *Mr. Morison.*] Why should McLean ask Kemp a second time for land when they had already arranged it in McLean's own house?—He did not ask Kemp; he mentioned it when the other two had finished.
253. Then, you did not hear McLean ask Kemp to give land?—No.
254. Did you not tell me just now that you heard McLean ask Kemp for this land?—Yes; I heard that when he came out.
255. McLean told the Ngatiraukawa what had been arranged between him and Kemp, did he not?—He said, "We have been talking about some land for the Ngatiraukawa." That is what I remember.
256. Then you do remember what was said?—Well, if you had not put things down in writing you would get rather puzzled.
257. Was that all you heard McLean say to the Ngatiraukawa?—Yes; and the money.
258. You do remember now that McLean told them about land for the descendants of Whatanui, and also about money?—Well, I have said so.
259. Was that all McLean said?—That is all I know. I did not say I knew any more besides.
260. That was all McLean said?—All I remember.
- 260A. Then your memory is not clear about that conversation?—I have already spoken.
261. Will you swear to all you say that McLean said, because other people say that they heard McLean speak about reserves for Pukewa?—I did not hear that.
262. Is it because you do not remember what you heard, or is it that you did not hear it?—I did not retain that, because of bad memory; but all the same he did not say about other reserves for Ngatiraukawa.

263. If other people heard him say it, what then?—Who?
264. Aohau Rangipuhi?—By what road did that come?
265. After they came back from Wellington, Puke and his people went and cultivated at Mahoenui?—No; do not spread that untruth about.
266. In respect to what lands did Ngatiraukawa get these moneys?—I do not know.
267. Is it that you do not remember, or that you do not know?—I heard that it was money to bring this fight and trouble to an end, but I do not know on what land it was paid.
268. Do you understand maps?—Parts of that map I do not know and parts I do.
269. Can you see where I am pointing to—Raukaharama and Mahoenui?—I do not know that the money was for that.
270. If the people who heard McLean say that the money was given for that say so, will you say that it is also untrue?—I do not know that the money was paid for that piece; all I know is money was paid to put an end to the trouble.
271. Will you say that you were not told at that meeting that the money was for part of the claims of the Ngatiraukawa on Horowhenua?—I did not hear that.
272. Were you at the meeting when McLean finished his speaking?—I was only there about an hour.
273. Then, you waited until McLean spoke?—I do not know that the money was paid for that land.
274. Did you understand all that McLean said to Kemp?—Some things I do not know about; I only know about the money.
275. Were there some things you did not want to understand?—I did not care about what they were all saying.
276. There were some things you admit you did not know what they were talking about?—No.
277. Was it not explained to the Natives at this meeting that this money was to settle the claims of Ngatiraukawa to Horowhenua?—I did not understand that. I only understood some money was to be given for the disputes.
278. Do you remember this word of McLean's: "You have formally sold your land to the Government?—I did not hear that.
279. *Mr. Baldwin.*] I understood you to say that you heard from Kemp that Kemp and McLean had a conversation together about this land of Ngahuia te Whatanui's?—Yes.
280. Kemp and McLean fixed it up amongst themselves?—Yes; Hunia and I heard that; that was the time that Hunia was taken to prison.
281. It was a matter for Kemp to decide who this land was to go to?—Kemp had to decide what he was to do about the land, and after he had decided the tribe heard what he had decided upon.
282. Now, you say that the tribe heard from Sir Donald McLean that the land was to go to the descendants of Whatanui? Do you remember whether Pomare's name was mentioned at the meeting when McLean informed the tribe?—Yes; McLean mentioned what Pomare had told him.
283. And what was it Pomare had told him?—It was to put Kemp in mind of his promise to him that he would give him some land.
284. *Mr. Morison.*] You told the Commission in your former examination that you had not heard the name of Pomare mentioned in connection with this land until after 1886?—Yes; because in 1886 the land was surveyed off.
285. And that was the first time you heard Pomare's name mentioned in connection with this land?—I never heard before.
286. Which is the correct statement, the one you have told us now or the one you have said before?—I said before it was in 1886 when this land was apportioned off.
287. When in Wellington, when you went to settle this trouble with Ngatiraukawa, was Kemp authorised to make arrangements with McLean to settle it—authorised by Muaupoko?—I never said that.
288. Did the Muaupoko expect Kemp to settle this matter with McLean in Wellington in 1874?—I told you before that Kemp arranged this thing himself, and that when it was arranged then he told the Muaupoko about it.
289. Was it for Kemp to make the arrangement with McLean?—Yes; the tribe would have consented to that, because it was carrying out the promise. You are simply putting down a lot of marks on paper. Ask me proper questions, and I will answer them.
290. If the tribe had not consented to what Kemp had done in Wellington the shooting would have begun again, would it not?—The Ngatiraukawa were going to fight, and we had to take up arms.
291. If the matter had not been settled in Wellington the trouble would have gone on?—Yes, the whole world would have fought.
292. Was it not a very good thing for the Muaupoko that the fighting ceased?—It was a very good thing for the Ngatiraukawa too.
293. Did the Ngatiraukawa give up anything at this settlement? We know that Kemp gave land to Huia Whatanui. Did the Ngatiraukawa give up anything to settle the dispute?—Nothing.
294. Then, were the Muaupoko in the wrong that they should give up land to the Ngatiraukawa?—No; the Ngatiraukawa were in fault.
295. If the Ngatiraukawa were in fault, why did the Muaupoko give them 1,300 acres of land and the Government £1,000?—I do not know.
296. Was not that a very stupid arrangement of Kemp's, to give away your land when you were in the right?—We never gave the land in consequence of any trouble or disputes that had taken place. We gave it because of the promise that had been made by Taueki; it was not in consequence of the fighting.

297. Then, this return of land to Pomare had had nothing to do with the fighting?—No.

HOANI PUIHI re-examined.

298. *Sir W. Buller.*] Did you hear the Ngatiraukawa witnesses coming in and saying, one after another, they were promised a lot of reserves all over the block?—Yes.

299. Did you ever hear from Major Kemp that he had agreed to give them any reserves outside the 1,200 acres?—No.

300. Did you ever consent to Major Kemp or anybody else giving any reserves to the Ngatiraukawa?—If I had heard of that I would not have consented.

301. As a matter of fact, you have never consented?—No.

301A. And you do not consent now?—No.

302. *Mr. Baldwin.*] Were you present when the matter of the 1,200 acres for Ngahuaia te Whatanui was settled in Wellington?—I was not there. I was staying at Horowhenua.

303. You remember the meeting in 1870 at Horowhenua?—Yes; at Kupe.

304. At which you made a speech?—Yes.

305. Do you remember whether what you said at that time was the truth?—Yes; it was true.

306. At that meeting you gave evidence as to the boundary between Mahanui and Rakauhama?—I did not speak about that boundary, but I spoke about the land.

307. Did you not speak about who were the particular persons who had come northwards of Mahanui?—No; I do not think so.

308. Were there not a very few persons mentioned at that time to go north of that boundary?—I spoke about the Ngatiraukawa, whom I saw on their plantations on that side.

309. Did anybody besides Whatanui and Te Wiiti go northwards of Mahanui?—I spoke about the men who had gone south of Mahanui.

310. And who were they?—Puke and his people. They came there to plant potatoes, and we went and pulled up their potatoes when they had grown, and sent them off, and they never came back.

311. Did you not also say that the only persons who came to the north were Whatanui and Te Wiiti?—They were all of one hapu.

312. But were not these the two individuals who came north?—Te Puke's people went to the south and Whatanui and Te Wiiti went to Raumatangi, to the north.

313. At that time you were asked whether Caroline came there. From what tribe was the mother of Caroline?—Ngatiraukawa.

314. And her father?—He was Ngatiraukawa.

315. Why did you say at that time that they were Ngatikahungungu?—Their ancestors were.

316. Where was her abode at that time?—Manawatu; she was there with her husband.

317. Do you know where was the boundary of Tauriki to the north?—I do not know.

318. Did you not know it in 1870?—No; I did not know that it had any boundary.

319. Did you not say in 1870 that it was at Tautaruru?—No; I will have nothing to do with those boundaries, they are the original boundaries of Ngatiraukawa for Muaupoko.

320. Were you not at the laying-off of some of those boundaries?—I was there, and did not consent to those boundaries being laid off. I was there to stop them.

321. Were you not there when they were cut off?—I say the whole tribe of Muaupoko was there too, and I would not allow them to be laid down.

322. Who of Whatanui's friends were there?—I know he and others were there, but I do not know who they were.

323. Would you remember the names you gave in 1870 if I read them over to you?—I have forgotten what I said.

324. Were any of his friends, with the exception of Te Wiiti, present at that time?—Te Wiiti was there, and others.

325. You do not remember a single one of them?—No; I only knew the name of Whatanui; that is the only one that got hold of my memory.

326. Have you heard of the gift from Taueki to Whatanui?—That is right enough.

327. Was it a gift to Whatanui alone, or to his tribe?—It was to Whatanui, and probably for those under him—men who were staying with him and living near him at the time of the gift.

328. The settlement of this dispute and the giving of the 1,200 acres was a matter for Kemp alone, was it not?—That was Kemp's idea, but the tribe knew nothing about it till afterwards; when we heard that Kemp had made that arrangement we assented to it.

329. You would have assented to whatever agreement Kemp had made?—We heard that Kemp and McLean had a written agreement, and that is what we assented to.

330. *Mr. Morison.*] I suppose whatever Kemp and McLean agreed to in writing you would have consented to as a matter of course?—We understood that Kemp made that arrangement, and we were agreeable to it.

331. Kemp went to Wellington to settle a disurbance with Ngatiraukawa?—It was McLean who sent for Kemp to go and arrange about that trouble.

332. It was a serious trouble, was it not?—Yes.

333. And you were very glad when it was settled?—Yes.

334. Kemp was a wise man to settle it in the way he did?—Yes.

335. It was all done for the benefit of his people, was it not?—Yes; to make peace between his people and the Ngatiraukawa.

336. And all the Muaupoko knew that, did they not?—Yes.

337. You did not go to Wellington, did you?—No; I have already said I only went as far as Otaki to see Hunia so far on his way. McLean wanted me to go to Wellington, but I would not go.

338. Had not Puke a kainga at Mahoenui a long time before the pulling-up of his potatoes?—I do not know whether he had a plantation before.

339. That was part of the trouble, was it not—the pulling-up of the potatoes?—The trouble did not commence with that; it commenced before, in 1873.

340. But that was part of the trouble?—Yes; and we were troubled about the wish of the Ngatiraukawa to come upon the land and cultivate it.

341. That was part of the reason why they all took the guns, was it not?—It was because of the houses.

342. But did you not pull up the potatoes?—That was another time.

343. Was not Puke one of the Ngatiraukawa who troubled you at that time, and Watene?—I do not know what thought Puke had in his heart.

344. Did you know that Puke and Watene were the two people of the Ngatiraukawa who first took the guns against you?—It was the whole hapu altogether.

345. But the principal people were Puke and Watene?—I do not know whether it was owing to them.

346. Was Puke one of those who took guns against the Ngatiraukawa?—I was not inside the pa to see whether he did or not.

347. Why should Puke fight you?—Because of his houses that were burned.

348. Then, if his houses were burned, that was one of the reasons why he went to Wellington with McLean, was it not?—That was why they went—because their houses were burned, and because they had been fighting, and because Hunia had been taken to Wellington in consequence of his act in burning the houses.

349. You have told us that, on account of this trouble, Whatanui's people got 1,300 acres given to them. Tell me what Puke got to settle the trouble so far as he was concerned?—All I know is that there was some money and land. It was in consequence of the trouble that land and money were given.

350. After the trouble was settled, and they had come back from Wellington, the Muaupoko did not trouble Puke when he went to cultivate?—I never heard that he went there to plant after 1873.

351. Have you not heard of Nerehana te Paea and his people cultivating this land?—I have seen no cultivation of their's there.

352. I suppose Kemp was the person, on behalf of the Muaupoko, to make the arrangement with McLean?—Yes.

353. And whatever Kemp would do to settle the matter the Muaupoko would agree, would they not?—Yes, about that piece of land; but if Kemp had made an agreement about any other piece of land we would not have agreed to it.

354. Supposing he had given 1,500 acres instead of 1,300?—If he had given above the 1,300 we should have made a noise about it.

355. Then, why did they agree to the 1,300 acres?—We did that to put an end to the trouble.

356. Did Kemp agree to fix 1,300 acres as the amount to be given before you went to Wellington?—No.

357. Supposing Muaupoko had not agreed to this arrangement, and had gone back to their pa again?—If they had intended to make trouble about this matter there would have been trouble about it.

358. It was all right for him to give 1,300 acres, but it would have been all wrong to have given 1,500 acres?—Yes; if he had given 1,500 acres I would have thought that there was nothing left, and I would have flown to my guns.

359. Who fixed the amount that Kemp should give at 1,300 acres?—McLean and Kemp; and when I heard of it I and all the Muaupoko were perfectly willing to agree.

360. Who were the persons to whom this land was to be given?—I have heard some people state in Court that it was for Pomare, and others that it was for the descendants of Whatanui who live here.

361. What did you understand when Kemp came back from Wellington?—At that time I had heard Pomare mentioned, and then I heard that 100 acres were given for the descendants of Whatanui.

362. But you told the Commission the other day that you had not heard of Pomare's name until 1876?—Yes; that is quite right. I did not hear Pomare's name in 1871. I heard about the descendants who were here on the land.

363. Is it not a fact that you told the Commission that you never heard of Pomare's name in connection with the land until after 1886?—Yes.

364. Up to 1886 you had always heard that it was for the people living on the land?—Yes; when the land was before the Court.

365. And after Kemp came back from Wellington?—Yes.

366. You heard that the 1,300 acres were for the people living on the land?—Yes; but I also heard the name of Pomare.

STATEMENT OF ROPATA RANAPIERI.

I want to tell the Commission my case. I am speaking about the lands to be given back that were so given back by McLean and Kemp to the Ngatiraukawa. My case is a similar one to Mr. Morison's; but I am speaking now about Horomona Toremi. I will relate what happened up to 1874. Horomona Toremi has a claim on a portion of this land near Waiwiri, between Raukahuamama and Waiwiri. At the time that Hector was placed on this land Horomona was one of the persons who leased a portion of it to Hector. Horomona has plantations there also, and he and his uncle have settlements there. He has also eel-weirs commencing from the mouth of the

Waiwiri. In 1873 this block was brought before the Native Lands Court, and it was given to the Muaupoko Tribe. Horomona and Te Puke, Matene and Nerehana, and Arapatahouturu and Tauteka did not consent to their claims being given to Muaupoko. In 1874 there was trouble on this land, and the Ngatiraukawa, of whom I was one, came on to the land to fight. I came in consequence of the claims of Horomona, because he is an uncle of mine by my mother's side. When Booth came down I spoke to our elders, and said that we had better go back to Otaki, that McLean had arrived there. When we got to Otaki we left it to the old men, who became our spokesmen—Matene, Horomona, and others—and they said to McLean that they should all go to Wellington and settle the differences there.

367. *The Chairman.*] When did you live or cultivate there?—I did not live there. I am talking about Horomona. I am speaking for Horomona's daughter. This piece by the southern boundary had been given up to McLean, and they got the money for it—£1,050. The persons who took the money were the descendants of Whatanui.

368. Where did Horomona live?—Before he went to live at Otaki this was his permanent residence.

369. Where was his permanent residence in 1874?—At Otaki.

370. How long had he been living at Otaki?—A long time. He used to return here to get eels up to 1874, and after 1874 he used to go and get eels here. In 1886 the Muaupoko thought themselves strong enough to bring up the survey-line; therefore he used to come here because the Muaupoko had declared that the land was theirs. Then Horomona's daughter came to me and said that she wished me to accompany her to see Kemp. Kemp said, "Very good," that we should go and work on this land. I said to her, "This is only a verbal permission from Kemp; it is not much good. Kemp had better put it in writing." She answered, "I believe the arrangements made with McLean are in Wellington in writing." That is what Horomona had told her. I went to look for them, but I could not find them. When this land came before the Court at Otaki, then I saw for the first time a copy of the agreement that had been made. I then found that I could discover a way by which I could get this land, and, when I heard that this Commission had been appointed to look into the trouble, I thought I would come before it to tell them what I had to say, so that they could know what lands had been given back by Kemp and McLean to the Natives. The same year, when the Court was first opened, I spoke to Kemp about it. The reason for my coming here was about the land to the southward, which had been given back to Horomona. Kemp said, "It is very good for you to come. I quite understand why you came. It is right." There were two reserves, and he said he had not quite decided where they should be. One reserve was No. 9. There were two others, but he was not quite certain where he would put them. The reason he did not settle where these lands should be was because of the trouble that had arisen between him and Warena. I want to ask the Court now whether, in respect of the promises made by McLean to Kemp, they will be carried out.

371. Horomona got part of £1,050?—Yes; I could not say how much. It was all divided among the descendants of Whatanui.

372. What did they get it for?—Because they had given up their claim right up to the mountains, and had given some reserves right down to the beach.

373. Then your case is exactly the same as Mr. Morison's?—Yes; I am now speaking of one person.

374. When did you first hear that Kemp had agreed to make these reserves between Waiwiri, Papaitonga, and the sea?—Horomona told me in 1874, when they came back from Wellington. I heard they had given him back his kaingas and fisheries. I did not see any writing about it.

375. Where were you in 1874?—I was at Otaki, at the meeting that was held there. I was amongst those who carried arms at Horowhenua, and when they all went to Wellington I did not go.

NEVILLE NICHOLSON re-examined.

376. *Mr. Morison.*] You remember the Court where Ohinekakiao was investigated: did Hene Kipa appear by her husband as a claimant in that block?—Yes.

377. Did you oppose her?—Yes.

378. Was she put in?—After Kipa and I had an argument about it, the Court proposed that Tauteka should settle the matter. If she consented, the Court would put her in. Tauteka was asked, and she consented.

379. On what ground was her claim opposed?—I opposed it because I did. Buller was my solicitor at the time.

380. Did she ask to have any other of her relations put in at that time?—No.

WEDNESDAY, 15TH APRIL, 1896.

ROBERT WARD, Judge of the Native Land Court, examined.

1. *Sir W. Buller.*] You have been in the public service about thirty years?—For twenty-eight years.

2. You have advanced step by step till you have attained your present position?—Yes.

3. During the whole of that period you have never been censured in any way by the Government?—No; I should like to show the Commission a letter from Mr. Ballance which I received a few days before his death. [Put in, and marked "A.F."] It was part of Kemp's policy to prevent cases coming before the Native Lands Court.

4. Do you read *Hansard*?—I do not. I read rough extracts from newspapers of the proceedings in Parliament.

5. I will read you a paragraph and ask you a question. The Minister of Lands is reported to have said: "By some means or another—it is not for me to say what—Sir Walter Buller has been able to persuade the Trust Commissioner under the Native Lands Frauds Prevention Act to grant a certificate of this mortgage without the law being complied with." Is this true or not?—It is a misapprehension.

6. Later on, speaking of the same thing: "This was done by the Trust Commissioner at the time when this Horowhenua Bill was being ventilated before the House. This is a matter which requires inquiring into, and the House will see the necessity of a Bill being passed this session, and having all these things investigated; and this will also give the Trust Commissioner a chance of defending himself." Will you make any observation on that?—I have never seen it before, to the best of my recollection.

7. Is it not a fact that by the Act of 1890 it is no longer necessary to advertise in the *Gazette* in cases where land is held under Crown grant or certificate of title?—Yes. I heard this case under Rule 4, of 1888, which gives to the Trust Commissioner entire discretionary power as to what notice, if any, should be given. Rule 1, of the 23rd November, 1888, repealed all previous rules in regard to the Trust Commissioner. Rule 2 shows how application is to be made to a Trust Commissioner. When I considered the question whether I should proceed at once on your application or not, I had before me Rule 4, which seemed to be the law on the subject. Rule 4 gave the Trust Commissioner very large discretionary power as to the notice. The parties being before me, and the only parties interested in the case, I held that it was not necessary to have this formal notice given in the *Gazette*. On the 8th July it was made necessary that all applications should be made to the Registrar. Then, an additional rule of the 14th October, 1890, says, that where the title is a Crown grant or certificate of title registered under "The Deeds Registration Act, 1868," or under "The Land Transfer Act, 1885," or any Act thereby repealed, the rule of the 8th day of July, 1890, shall not apply. I had that rule before me when I was considering whether it was a case that I should hear or not.

8. It has also been stated that it was improper for you to pass it whilst legislation was pending in the House. Was it any part of your duty to take notice of any legislation which was then in progress?—No, I did not take notice. I abstained from reading the new Bill purposely, because it contained matters which might be only misleading.

9. You remember me coming into Court with Mr. Edwards and Kemp, and some members of the Muaupoko Tribe, on the morning of the 10th of October, 1894. Is it not a fact that, so far from extending any special privilege to me, you demurred to the Court interpreter being employed on my private business, and I handed him a guinea?—Yes; and another thing, I demurred to it as an adjourned case.

10. Mr. Edwards asked you to take the matter under the circumstances as one of urgency?—Yes; he said the Supreme Court was to sit that morning. You wished to have the business finished.

11. You examined Kemp on oath, I having retained an interpreter, and in the presence of the Court full of people?—Yes.

12. You examined him as to whether the land was or was not trust property?—I do not remember that.

13. There was a statutory declaration before you stating that it was not trust property?—Yes, and I demurred to taking it. I said I preferred to take his evidence.

14. Then you proceeded to examine Kemp on oath and satisfied yourself as to all the requirements of the Trust Commissioner's Act?—Yes.

15. This is the deed, is it not [produced]?—Yes; I recognise it. I said, "Why do you not apply to the Registrar?" because that was the usual practice amongst solicitors then, and you said, "We expected Kemp to have the money ready when we came." At the last moment you stepped into the breach and found the money, taking the mortgage as security. I looked at the deed, which bears the imprint of a Wanganui firm of solicitors, with Mr. Edwards's name printed over it.

16. This bears your certificate in due form as Trust Commissioner on the margin?—Yes, that is right—dated 18th October.

17. Did I speak to you on the subject of the mortgage before going into Court with Mr. Edwards and Kemp, and the Muaupoko, or did I speak to you on the subject afterwards?—No; I have not spoken to you or written to you, or you to me, for twelve or fifteen years. We have been friendly, but we have had no communication, directly or indirectly, for twelve or fifteen years. I knew nothing of this until you appeared before me. I looked up and saw you and Kemp and a stranger whom I did not know.

18. I did not speak to you on the subject of the proposed application before or afterwards, but in the ordinary course of business got the certificate?—No; you asked me for no favour. All you asked me was, first, "Is the Native Land Court open?" I said, "It will be in a minute." And you said, "I should like to take the case before it opens."

19. *Mr. Fraser.*] Did you receive any written application to hear this inquiry?—I believe so, and I think it was stamped. It was placed before me by Mr. Edwards immediately Sir Walter Buller asked me if I would take the case. I had then to consider should I take it at once or some other time.

20. There were a large number of Natives present. Did any of them express an opinion?—No; the matter whether I should hear it or not, was discussed between me and Mr. Edwards for some time. I wanted to see whether I had jurisdiction, and I did not hurry the matter. I studied the rules, and I heard what he said. The title was placed before me, I think. At any rate, I was satisfied as to who the owner was, and that Kemp was the sole owner.

21. Had you many applications, sitting as Trust Commissioner, after the passing of the rule of 1890, where you had not to give notice?—A great many cases.

22. Did you ever give notice? Was it ever done?—The practice was to send them to the Registrar after the coming into operation of the rule of 1890. It was very convenient to let that practice be followed, and as a matter of fact it was followed. That was why I demurred. I know it was not necessary, but it was a convenient way to get the notices distributed where there are several people. It saved a lot of trouble; and this was a departure from the usual practice of sending the application to the Registrar.

23. Did you keep any notes of what took place?—I took notes of Kemp's evidence. I think that that is all. I dispensed with written notes because the parties were before me.

24. The usual questions were put to Kemp as to alienation?—I should say so; I think so.

25. Are those notes private property?—No, they are in the Courthouse. They are very short. Kemp said that he was mortgagor of the land, that he received the money, and was satisfied with and fully understood the transaction. I did all that I thought was necessary according to law.

26. *The Chairman.*] Can you tax your memory as to whether the certificate of title or Crown grant was before you?—My own impression is that it was, but I may be wrong. I will tell you why: I remember asking the question just before I decided, "Is there any restriction on alienation," and Mr. Edwards said no, and I think he placed it before me, or something to satisfy me. The impression on my mind has been that the title was before me, but I would not be certain that I am right.

27. It has been suggested that it was not before you, but that Mr. Edwards had received some telegrams?—I would not say positively, but my impression is that it was there.

28. *Mr. Fraser.*] Kemp gave evidence on oath that the land was not held in trust?—I did not ask him that. I do not know anything about that at all.

29. But that is one of the inquiries that is supposed to be made under the Act?—Kemp did not appear before me as a trustee at all. The representation before me all along was that he was the sole owner of the land, and had chosen to mortgage it to Sir Walter Buller. There was no question of trust before me at all.

30. *The Chairman.*] Was that declaration read over in Court at all?—No; it was placed before me, and I said I would take it, but I would prefer to have Kemp's evidence. I said, "As a rule, we prefer to have the evidence of the witness." It is the only case I have had in which there was only one owner; in every other case there have been a number of owners.

THURSDAY, 16TH APRIL, 1896.

JOHN JURY examined.

1. *Mr. Baldwin.*] Your English name is John Jury, and in Maori, Whatahoro?—Yes.

2. Do you remember the troubles in connection with Horowhenua, commencing from 1870 and running up to 1875, or thereabouts?—I remember the meeting which took place at Kupe in 1870 with the Natives. They had a house in Kupe in 1870, and Heremaia, a chief from Wairarapa, with other Natives from there held a committee there between the Ngatiraukawa and Muaupoko.

3. What was the point about which the meeting was held?—It was the boundary dispute between the Muaupoko and Ngatiraukawa.

4. In connection with part of this Horowhenua Block?—Yes.

5. Were you present at the whole of that meeting?—Yes.

6. Did you take notes of the statements that were made at that meeting?—Yes, there were three of us writing—myself, Piripi Mahamaha, Hamuera tu Tangata Kiu.

7. Would you remember the notes you made at the time if you saw them now?—Yes.

8. Is this your writing [produced]?—Yes.

9. That was taken down at the time?—Yes.

10. And the same with these others [produced]?—Yes.

11. Do you remember whether Tauteka and Kararaina Nicholson, or any of their men were present at that meeting?—I remember Watene and Tauteka (she was Matene te Whiwhi's wife), Kererikau, Henare te Herekau.

12. They gave evidence, did they not?—Watene, Rihia, Tehuruhuru, Tauteka, Martin, and others.

13. Do you remember Watene's evidence as to the pointing out of Horowhenua to Whatanui? Will you read through that [notes handed to witness], and say what Watene said?—Yes; I believe that is what he said at the time, and what I took down. [Witness identified the evidence, but it was not read out to the Court.]

14. *Mr. Baldwin* read out the following extracts:—[Extracts read.]

14A. You were there until the close of this meeting?—Yes.

15. What did the committee do as the result of their deliberations?—They wanted to get the evidence of Wiremu Pomare, and he was away at the Bay of Islands.

16. Do you remember Metai Pene Tau being there?—No.

17. Do you remember this resolution being come to: "The committee have carefully considered what has been arrived at by the committee"?—[No answer.]

18. Do you know whether Pomare did come down while you were there?—No.

19. Do you remember the meeting in 1874?—In Wellington?

20. Yes?—Yes, before Sir Donald McLean.

21. Were you present at that meeting?—I was not present personally, but I was in Wellington with Major Kemp, and he told me of what took place.

22. Did you hear while you were there from Nicholson, Tauteka, Kararaina, Watene, or any of those persons for whose benefit this 1,200 acres was to be set aside?—I heard from Major Kemp himself.

23. Not from Major Kemp—I mean from any one outside?—No.

24. *Mr. McDonald.*] This meeting was at Kupe. What was the immediate purpose of the meeting?—About the Horowhenua.

25. It was a question as between the Muaupoko and Ngatiraukawa?—Yes.

26. The land, of course, had not gone through the Court then?—No.

27. What were the boundaries proposed? Was it only a boundary between Muaupoko and Te Whatanui's people within the Horowhenua Block, or was it a wider question?—It was a wider question. The boundary was on the south side of the pa.

28. Then the purpose of mentioning these boundaries was to limit the Ngatiraukawa within those boundaries?—No; the Ngatiraukawa wanted to claim the south side of the land down to Otaki.

29. And the Muaupoko objected to that?—Yes.

30. Then did they seem to have admitted a right of Whatanui's family to something here?—Yes.

31. You think that was not admitting the Ngatiraukawa claim at all?—No.

32. *Mr. Morison.*] The question was purely whether the boundary to the north of the Hokio was at Tauatururu, or further down?—Yes.

33. And the fight was between Whatanui's people and the Muaupoko?—Yes.

34. *Mr. Baldwin.*] Do you know anything about a meeting between Kemp and Pomare at Auckland?—I heard of it.

35. Who from?—I heard from Kemp himself.

Ru REWITI examined.

36. *Mr. Baldwin.*] Your name is Ru Rewiti, or Lewis Davis, and you are one of the direct descendants of Te Whatanui.—Yes.

37. Will you tell me when was the first time you had anything to do with Mr. Neville Nicholson with regard to these 1,200 acres?—Not until after the Court of 1886.

38. And from that time to the hearing of the case in Otaki, had you any interview with him?—Yes, I had interviews with him in Wellington.

39. More than one at various places?—Yes.

40. What was the claim Nicholson's party made to the block? Did they claim the whole block or part of it?—Just half of it.

41. Did they ever make a claim to any larger portion?—No.

42. Do you remember cross-examining Nicholson in Court at Otaki, in the Appellate Court?—Yes.

43. Do you remember your asking him whether he had always been prepared to accept an equal division of land?—I do.

44. Do you remember what his reply was?—I could not say for certain what the reply was.

45. I will read you out what is on the minute, and you can say whether that is correct: "I have always been prepared to accept an equal division of land. You offered me one-third, and we will fight it out in Court"—That is exactly what he said.

46. Is that correct?—Yes.

47. Have you seen the Native Land Court file for Horowhenua containing the original application?—Yes.

48. Do you know who signed the original application?—In one of the original applications Pomare is one.

49. With Watene te Waewae and others?—Yes.

50. *The Chairman.*] That was in the investigation of 1872?—Yes.

51. *Mr. Baldwin.*] You were present at Palmerston. Do you remember any reference being made by Kemp to this 1,200 acres—I mean, any reference being made by him in any address to the Muaupoko?—Yes, not in Court; it was out of Court.

52. *The Chairman.*] When and where?—At Palmerston, on the subdivision of the block in 1886.

53. *Mr. Baldwin.*] Were you present at any meeting in Wellington when Nicholson was present, and Kemp, and Hoani Taipua?—Yes, before Mr. Lewis.

54. Were any names mentioned then for whom this land was to be set aside?—There were none.

55. Who were present at that meeting?—Hoani Taipua, Kemp, Neville Nicholson, and myself.

56. And no names were mentioned?—No.

57. Was there any dispute by Nicholson as to your party going into the block?—Oh, no. We went to Mr. Lewis, and we were going to suggest that there should be a transfer of land to us at that time. Mr. Lewis suggested that the best thing would be for Kemp to hand over the block to the Government, and the Government would inquire through the Native Land Court who the descendants of Whatanui were.

58. And the Government would hand it over?—Yes; there was nothing further said, and we left it in Mr. Lewis's hands.

59. Do you know whether your party intended to exclude Nicholson altogether if that judgment stands, and there is no further legislation? Can you say yourself what your party will do?—I could speak for myself as to what I will do. I have always had consideration for them, and at the first hearing I offered them 400 acres out of the block.

60. You do not want in any sense to exclude us altogether?—No.

61. *The Chairman.*] Would not any of the other descendants of Whatanui be entitled to share?—Not according to Maori custom. We thought we might give them something.

62. Merely as an act of kindness?—Yes.

63. *Mr. Morison.*] I suppose it was your feeling of kindness to Nicholson that induced you to commence the action in the Supreme Court to turn him out?—That is a different thing altogether. We offered him 400 acres and they appealed, and as they have appealed we must appeal. I can see no difference.

64. This land was set aside in 1874?—So I understand.

65. Now, from 1874 to 1886—twelve years—did you ever make any claim to the land, asking rent for the sheep on it, or exercising any act of ownership with regard to that block of land during those twelve years?—I did not, but my uncle Pomare did.

66. From then until 1886, did Pomare exercise acts of ownership?—He was always corresponding with Kemp about the block.

67. *Mr. Baldwin.*] You were in possession of some letters from Kemp to Pomare?—I gave them to Judge Mackay, and he has got them still.

68. Would it be Maori custom for a Native to charge another rent for sheep running over their land?—They very seldom do.

69. Have you ever heard of its being done?—It may have been done in several instances.

70. Where does Nicholson live to your knowledge?—Formerly the Nicholson's lived at Manawakaikiekie.

71. I mean Neville?—In Wanganui.

72. Since when?—Since 1880.

73. How many times since 1880, for any considerable period, has he been away from Wanganui?—He has been away simply on business.

74. He has never been away for a year?—No.

75. *The Chairman.*] Where are your people living?—I live myself in Wanganui, and the rest of my people live in the Bay of Islands. One of us live in Otaki—Hene Kipa.

76. Have your people exercised acts of ownership to this 1,200 acres?—Pomare has all along.

77. What has he done?—He has set up a claim, and communicated with Kemp ever since 1886; at any rate, when this land was set aside for the descendants of Whatanui.

78. But have you done anything since then to assert your ownership?—After the arrangement with Kemp about partitioning off this particular piece for the Whatanui people, we did not do anything; we were only waiting for Kemp to make a partition of this No. 9 Block, and to make a transfer. That is why none of the descendants of Whatanui exercised any ownership.

79. Have you been over the land?—I have.

80. Is not Subdivision 9 marked on the map, the pick of the whole block—the part that has been cleared?—I would not take that if I got my pick of No. 11 Block.

81. I am taking that part that has been cleared—that open country?—I would not take that if I had my choice.

82. What part do you think is better?—I would take the northern part.

83. But, admitting you have no claim to it, is not that good land as compared with the rest of Section No. 11?—Not what you call first-class.

84. I should not think any of it is, but the fact remains that it is valuable land, as No. 11 goes?—Yes.

85. During all this time that land has been worth money?—Yes.

86. But have not your people made any claim, seeing you have been getting rent?—Of course, the Nicholsons were living on it, but, under Maori custom, we do not want to go and turn them out. We had no intention of turning them out; there were also the Muaupoko sheep running on it. We thought we were not entitled to this unless it was partitioned off.

87. In 1886 this land was partitioned off for the descendants of Whatanui, and here is 1896. During the whole of that time you have allowed people, who have no right, you say, to be on this land, to be there, and you have not taken any steps whatever to assert your right?—We have all along from 1886 tried to get a transfer from Kemp, so that we could deal with the land.

88. But you have never been to the Supreme Court to get it?—But we have been to the Government several times and Kemp.

89. In the meantime you have allowed other people to remain in occupation?—They are really not occupying No. 9 at all; they are outside.

90. But some people are occupying?—The Muaupoko run sheep there.

91. That is all you have done—you have been trying to get your transfer from Kemp, and you have been to the Government about it?—Yes.

92. *Mr. Baldwin.*] You have acted as agent in the Native Land Court, have you not?—Yes.

93. You were in the Motukawa case?—Yes.

94. *Mr. McDonald.*] Can you tell me whether Neville Nicholson, or anybody purporting to be the representatives of Te Whatanui, made any formal statement to Kemp or to the Government of the acceptance of No. 9, in satisfaction of that agreement of 1874? Was there any formal acceptance by you or your party?—Not jointly.

95. There was no joint action taken in satisfaction, or purporting to be in satisfaction of No. 9, in satisfaction of that agreement?—No.

96. Until the Order in Council was issued, directing the Native Land Court to ascertain who were the persons to whom this No. 9 was to be given?—Yes.

97. I suppose you then concluded that you had to take No. 9?—I myself, personally.

98. And the members of your family?—I do not know what they said.

99. Did you conclude that you had to take No. 9, but not till then?—No.

TE RANGIMUIREHU examined.

100. *Sir W. Buller.*] You put in a list of names of forty-four persons to be admitted into Horowhenua No. 6, containing 4,615 acres 1 rood 7 perches?—Yes.

101. Has this list been settled at several general meetings of the Muaupoko Tribe?—Yes.

102. And you put it in as a list that had been generally agreed to, and all those who were forgotten or left out by accident in 1873?—Yes.

103. The list is substantially the same, with a few alterations, as the list already before the Court which is said to have been prepared in 1886?—I do not know about that list.

104. But this list is embodied in the petition of Warena?—Yes.

105. A few alterations have been made, chiefly in regard to persons who are dead, with the unanimous consent of the tribe?—Yes.

106. *Mr. McDonald.*] In the list that was already before the Commission there was the name of Tiripa te Raiura. Why is that left out?—I left it out because he was not resident on the land.

107. Another name was Meri te Tohi?—She had never had her fires alight, and the tribe left her out.

108. Another name was Tepe Huia Muria?—The tribe also refused her on the same ground—that her fires had not been alight.

109. Another name was Me Tapere Ngatuere?—Her relatives said she was to be left out.

110. You have brought in four new names. The first is Hori Wirihana. What was the special reason for bringing him in?—Because he was a permanent resident.

111. Another is Ahuri Paratini?—His mother was here on the land.

112. Another is Meihana Tupu?—He was a permanent resident, and his father was here before him.

113. And Rangihurui?—He is a child of Huri Tupu.

114. *Mr. Stevens.*] Why had another name been substituted for Wiki Pua?—His child is in.

115. In the original list of *rerewaho* were not the names of Honi Ngahua and Wiki Pua included?—I do not know how that list was written. The list I have handed in was a list that had been agreed to by the tribe. I am speaking now of the list of names handed in by the tribe.

116. *The Chairman.*] Was Honi Ngahua present when the list was agreed upon?—No, and some of the others were not there also.

117. *Mr. Stevens.*] In the first place there was a list of names in 1890 put into the Court of the *rerewaho*. Hoani Ngahua and Wikipua were in that list?—I do not know anything about that list.

118. If it appears that both those names were in that list, would you say it was wrong that they should both be there?—I would not have objected had I seen them; but I never heard of the names being in.

119. Then you acknowledge that both those persons have a right as *rerewaho*?—Yes.

120. Metahere Ngatiuhiu was in the original list. Why should she be excluded?—When the meeting was held about that list that has been handed in, some of the tribe were willing to put her in, and others were against it.

121. Did you hear the people say that her name was in the original list?—Yes.

122. Can you assign any reason for wishing to strike her name out?—Her own relatives decided not to put her in. I had nothing to do with it. I was there listening to what the people would say. A great many of the original people have been left out.

123. Does Metahere not belong to Ngatipariri?—No, I think not.

124. She is a very close relation of Hoani Puihi?—Yes, a niece of his.

125. Does not Hoani belong to the Ngatipariri?—He says he does.

126. If the Ngatipariri say they wish this woman admitted, what would you say?—I should have nothing to do with it. It is no business of mine. I only collected these names, and gave them in. I have no say in the matter.

127. Therefore, you have no objection to Metahere's name remaining in the list?—No, I have nothing to say.

128. With regard to Tiripa Raniera?—I have said she has no residential claim on the land.

129. With regard to Pikihiua Moria?—I make the same answer about her. Her fires were never lighted on the land. There are only forty-four names and only forty-four sections. My own younger brother has been left out altogether.

130. *Sir W. Buller.*] Do you claim to have him in?—If any one wishes to put him in, but there is no room for him.

131. *The Chairman.*] Others are entitled to a share in the tribal lands if they are members of the tribe?—There are too many. Leave this list as it is and get another piece of land.

132. *Sir W. Buller.*] I have to add three additional names on the list—Petina, Tuaharetoa, Hoani, Mahuika, and Peere Korama. Do you approve of them?—Yes.

RANIERA TE WHATA re-examined.

132A. *Witness.*] I want my grandchild in—Rahira Arahina.

133. *The Chairman.*] How does the grandchild come in?—It is my own grandchild.

134. Was she alive in 1873, when the Court sat at Foxton?—Yes.

135. *Mr. Stevens.*] You say that your grandchild was alive in 1873. Are you quite sure of that?—Yes.

136. In what year was she born?—I do not know, but some of those that are on this list were not born at that time.

137. Where was she born?—At the Manawatu, at a place called Tutaekara.

138. You are prepared to swear that she was born before the sitting of the Court, in 1873?—

Yes.

139. How old is she now?—I do not know.

140. Where was she and how old was she at the time of the Court of 1873?—She was about 3ft. 6in. high in 1873. She came to the Court.

TUESDAY, 21ST APRIL, 1896.

SIR WALTER BULLER examined.

1. *The Chairman.*] What is your full name?—Walter Lawry Buller. I reside in Wellington. I am a K.C.M.G., and a barrister-at-law.

2. Perhaps you had better make any statement you wish?—That is the best plan: to make my statement, and then tender myself for cross-examination. I will state that I have known Major Kemp, the principal party to the present proceedings, for a period of from thirty to thirty-five years. I have been more or less acquainted with the Horowhenua Block, which is the subject of inquiry, since 1856 or 1857, when I first visited the late Mr. Hector McDonald, living at the mouth of the Hokio Stream. In 1862, I came to this district as Resident Magistrate, and was stationed at Foxton. The Horowhenua Block was part of my district, and I had to make frequent trips to all the settlements in discharge of my Magisterial duties. In 1865, or thereabouts, I was removed to Wanganui as Resident Magistrate. I held that post until 1871, being part of the time a Judge of the Native Land Court as well. In 1871, I went to England, and on my call to the Bar in 1874, I returned to the colony. My first client, I may say in passing, was Major Kemp, who instructed me to go to Wanganui to defend a case in the Supreme Court in 1874. I was in practice from 1874 to 1886 as a barrister and solicitor, when I went Home to represent the colony at the Colonial and Indian Exhibition. During that period I had a very large amount of Native practice; I might say the leading Native practice in New Zealand. During that period I acted, off and on, or practically always as Major Kemp's solicitor in the Native Land Court and elsewhere.

3. In connection with blocks other than Horowhenua?—Yes; I was acting so when, in 1876, I was instructed by Mr. McDonald, sen., to prepare a lease from Major Kemp to him of the open land in the Horowhenua Block, or a portion of it, and in the same year—I forget the month—at the request of my client—Mr. McDonald paid me for drawing the lease—I came up to Horowhenua to a meeting of the tribe to witness the payment by him to Major Kemp of £400, the amount of the previous two years' rent, as far as I remember. That was the meeting on which Mr. McDonald has given evidence. I have mentioned that I went to England in 1871, and did not return until 1874, so that I was not in the country when the case went through the Native Land Court in 1873. I remained in England from May, 1886, until about May of 1890, when I returned to the colony; therefore I was absent from New Zealand at the time of the Division Court of 1886. Before going to England in 1886, I got a verbal promise from Major Kemp that, as soon as he had perfected his title and subdivision, he would give me a lease of the Papaitonga and the adjacent land; and on my return to the colony Major Kemp gave effect to his verbal promise by giving me a lease of Horowhenua No. 14. I will at this stage put in the lease [lease put in]. First of all, he granted me, on the 20th May, 1892, a lease of the portion of Horowhenua No. 14 Block, lying to the westward of the railway-line, at a rental of £60 per annum—a lease for twenty-one years, rent payable half-yearly. I hold receipts from Major Kemp for rent in respect of this lease up to the 20th May, 1897. That lease was executed by Major Kemp at Wanganui. Major Kemp explained to me that he could not immediately give me a lease of the portion of that block lying to the eastward of the railway-line, because he had undertaken to sell the timber to Mr. Peter Bartholomew, but as soon as the timber had been disposed of, he would then give me a twenty-one years' lease of that portion of the block also. I was in communication with Mr. Peter Bartholomew; in fact, I was present when he came to terms with Kemp, through an agent, as to what he should pay for the timber—a sum of £300 and something over. I saw the payment made. I had nothing to do with the negotiation, but for Mr. Peter Bartholomew's convenience I drew up on the spot, in English and Maori, a memorandum of agreement between the parties, for which I charged nothing, but suggested to Mr. Bartholomew that he should get his solicitor to prepare a proper timber lease, which I heard was afterwards done. The understanding was, at that time, as Kemp has stated, that as soon as the timber has been cleared off, I should get the promised lease of that portion of the block also. From Wanganui I went to Napier. Mr. Peter Bartholomew left Wanganui with me and came as far as Palmerston. On my return from Napier, I learnt, to my surprise, that Mr Bartholomew had gone back to Wanganui with an agent and had induced Major Kemp to give him a twenty-one years' lease of a portion of No. 14, 100 acres at the northern corner, facing the railway-line, at the same rental I was paying—2s. 6d. per acre. I immediately saw Major Kemp and asked for an explanation, and he assured me that he had promised this lease in the belief that I was a consenting party, which certainly was not the case, as I had never been consulted about it, and would never have given my consent. Major Kemp had not then actually signed the lease, but had promised it. I told him that as a chief he must carry out his word, and give effect to the promise which had been obtained from him under those circumstances; but to prevent this arising on any other portion of the block, I would suggest him giving me a twenty-seven years' lease, to date from the time of the execution of the lease, and subject to a pepper-corn rent for the first six years, the period for which Mr. Peter Bartholomew held a license to cut timber; that from and after the expiration of that six years I should pay the rent agreed upon—viz., 2s. 6d. per acre. Kemp agreed to that at once, and then I, on my own motion, agreed to pay the accumulated back rates on the whole of this land, amounting to a considerable sum altogether. The rates, by law, I was entitled to claim from him. That was a voluntary offer on my part, and I fulfilled it.

4. *Mr. McKerrow.*] Do you remember the amount?—I can ascertain by telegraph; I do not remember how much it was. It was the rates for the whole of that land. I had already paid on

my lease the accumulated rates, I think something like £100. I should not like to say from memory, but I could get the particulars. I had already paid the back rates of the portion I was in possession of, and I voluntarily agreed to pay the back rates on the portion I was to take a formal lease of. The lease was executed by Major Kemp on 5th December, 1892. It is a lease for a term of twenty-seven years from the 20th May, 1892 [lease put in, marked exhibit "AN"]. On looking at the lease I find I paid £45 13s. on the first lease—I presume that is for back rates.

5. *Mr. McDonald.*] Can you remember the date of the negotiations?—Immediately after my return from Napier, certainly within a week or two. I had got Kemp's work. It was in consequence of my learning that Mr. Peter Bartholomew, as I thought then unfairly, had behind my back obtained this lease for 100 acres that I returned from Napier. Mr. Bartholomew has his own explanation which has satisfied me, but I was irritated at the time about it. In reply to Mr. McKerrow, I think that £40 is the amount stated in one lease and £45 13s. is the amount stated by the other lease as having been paid. In the lease there is a further proviso: "(1) that the said Sir Walter Lawry Buller shall, on the stamping hereof, pay to the Government the back rates on the said land amounting to forty pounds (£40, and also; (2) that the said Sir Walter Lawry Buller shall during the first six years of the said term hereby granted give full effect to an agreement dated the 19th day of May, 1892, and made between the said Kipa te Rangihwinui of the one part and Peter Bartholomew, of Levin, of the other part with respect to the cutting and removal of timber from the said lands over a period of six years from the date thereof." So that gives the information Mr. McDonald wants. There was some little delay in regard to the lease. I said to Major Kemp when I made this arrangement that, on the expiry of Mr. Peter Bartholomew's existing lease for twenty-one years for the 100 acres, I wished him to give me a lease for a period of six years, but I did not pay anything until I came into beneficial occupation of this portion of the block: therefore it would be necessary to give me a lease for six years to date from the 20th May, 1913, so that I should come into possession of the 100 acres Peter Bartholomew had been enjoying for twenty-one years, on the expiry of his twenty-one years' lease, and that my tenure of that 100 acres would determine simultaneously with the tenure of the larger block. All that was explained to Major Kemp and he was perfectly satisfied, and on 30th October, 1892, a lease of that 100 acres, which is shown on this plan [produced], was made "for a period of six years from the 20th May, 1913, at the yearly rent of £25, payable half-yearly in advance." The lease, as I mentioned to the Commission on a former occasion, has been mislaid. I left it with Messrs. Bell, Gully, but I have obtained from the Land Register Office a certified copy which will serve our purpose as well. I put these three leases in [exhibit, marked "A.N.A.O. Ap."]. The next transaction was a purchase. I explained to Major Kemp that two small portions of land shown upon a certificate of title [produced, "Am."] containing altogether 11 acres and 1 rood, were cut off from his estate. I will explain from the map [witness did so]. I explained to Major Kemp that it would be convenient for me to purchase these two small pieces, and I offered to give him a good price. I went up to Wanganui to see him about it. He replied: "You can have it; but you must give me the same price as you paid for your homestead"; that was supposed to be a fancy price—£10 an acre. I agreed to give that, and paid him accordingly for these two portions £110. On each occasion of signing the first lease, the second lease, and the third lease, and on the occasion of the signing of the transfer of the 11 acres, Major Kemp made the usual statutory declaration required by the Native Lands Fraud Prevention Act that there was no illegal consideration, that he had received all moneys referred to in the instrument in full, and that there was no trust in regard to the property which he was dealing with. The transfer was registered in the ordinary course, and I received a certificate of title which I beg now to put in. Apart from Major Kemp's statutory declarations, I never had, either directly or indirectly from Kemp or any one else, a hint or suggestion that No. 14 was a trust property, or had ever been regarded as such by any one in the country. I think I am right in saying that I never had a hint on the subject, excepting a vague rumour after we had obtained a judgment in the Supreme Court in respect to No. 11, that Sir Walter Buller's title might be attacked next, and that was the only rumour which I paid no heed to; and the first suggestion I had that a trust was to be set up—an alleged trust—in respect of this No. 14, was conveyed to me by the questions put by the Minister of Lands and Mr. Carroll when I was at the Bar of the House. On the 18th July, 1892, I was retained by Major Kemp and a large number of the Muaupoko Tribe, as I understood a representative body numbering sixty-eight, in the following terms. [Copy of retainer read and put in, marked "Aq."] Wiremu Matakatea has since signed a retainer—which may remain attached—that I should appear before this Commission on his behalf. Hearing that an action had been commenced by Warena against Major Kemp for the filing of accounts, and knowing as I did that Major Kemp had been for many years receiving rents and other moneys in respect of the Horowhenua estate—knowing as I did that my client Major Kemp had never taken a receipt and had never kept account-books of any sort or kind, I conferred with Mr. Harry Bell, who had been acting for Major Kemp and had ceased to act for him, and thereon advised Major Kemp to obtain from the people, if they would give it, a proper discharge, pointing out to him that he might be inconvenienced by the fact that he had never kept accounts and had never taken the precaution of asking for a receipt. Major Kemp said that he would leave himself entirely in my hands. I then prepared with the utmost care a deed of release, discharge, and confirmation, and brought it up to Horowhenua, having previously written to Rangī Mairehau and other chiefs that I was coming up to meet the tribe, and I hoped they would have as large a muster as possible on the shores of the lake. I did not invite the Ngatipariri to come to that meeting for the simple reason that there was considerable friction between the section of the Ngatipariri led by Warena Hunia and Kemp's people, and it would have been a mere mockery to have asked them to such a meeting, seeing it would have been asking them to cut the ground from under their own feet. I had a long meeting with the people, and explained fully to them why I wanted this deed signed, explaining that by our law Major

Kemp might be inconvenienced through not having taken the precaution any ordinary pakeha would have taken of getting accounts and taking receipts; if the people were satisfied, as I believed they were, with the past administration, I would ask them to come forward and execute, in the presence of a Magistrate, the deed of confirmation which I should now read to them. Mr. Hector McDonald was in attendance as licensed interpreter, but, in order that the matter should be perfectly clear to them, I myself, having a better knowledge of the legal effect of the deed, prepared a translation, which was adopted by Mr. McDonald, and signed by him. That deed is before the Commission. I think I am right in saying that every Native present, among whom was Ihaia Taueki, after a good deal of friendly speechifying, came forward and executed that deed, with the exception of Wiki Hunia Raraku, who has been called before the Commission. She was at the meeting, but she was not asked to sign. The only other Native was, I think, a Ngatiraukawa Native, a visitor called Maraku. There was at this meeting the most perfect unanimity; everybody who spoke declared that Major Kemp had done his duty by the tribe, and had satisfied them in his administration of their affairs. Other Natives who were not present at that meeting, members of the Muaupoko Tribe, afterwards executed the deed of confirmation, some of them at Levin and some elsewhere. Major Kemp did not accompany me to Horowhenua, nor did I invite him to do so, as I felt that I would have a freer hand in his absence; and as to the suggestion in the Supreme Court at Wanganui that a money payment was made by me on behalf of Major Kemp to the people to the extent of £1000 for signing, I say that not one single shilling was paid by me or on my account, or ever asked for on his behalf, to the Muaupoko Tribe. I reported to Major Kemp, whom I afterwards saw in Wellington, I think, the result of my visit to the Muaupoko Tribe, and after getting the deed stamped I handed it over to him, and it remained in his custody until required for production in the Supreme Court in October, 1894. The same year in which I received the retainer from the tribe to appear for them, I drew a petition to the House of Representatives and Legislative Council. This petition was signed by the whole of those, I think, who signed my retainer. I have not a copy of it, but its effect was to set out the circumstances under which No. 11 had been vested in the two chiefs—Major Kemp and Warena Hunia—alleging a trust, and praying Parliament to set up some tribunal for the purpose of ascertaining whether a trust existed or not.

6. *Mr. Stevens.*] Was it a petition to the House of Representatives or to the Legislative Council?—To both. I have always taken the precaution of addressing both. I find the value of it. I got permission to appear in support of that petition, and I conducted the evidence before the Native Affairs Committee of the House of Representatives, my friend Mr. Stevens acting on the other side. He was not then a member of the House, and appeared as agent for Warena. I examined Major Kemp and Te Rangi Mairehau, and I think one or two others, and in the end obtained a favourable report from the Committee; but owing to the lateness of the session apparently no action was taken by Parliament upon the report of the Native Affairs Committee. I was at that time in constant communication with Mr. Ballance, the late Premier, whose confidence I possessed. It is not strict evidence, but in the absence of Mr. Ballance, who is dead, I will state here what was come to between him and myself. Mr. Ballance appeared perfectly to understand the position, and agreed to give effect to the recommendations of the Committee by inserting a clause in a Native Land Court Bill, which was to come before the House that session. The primary object of the Bill was to enable the Government to give Mr. Seth-Smith, the Chief Judge of the Native Land Court, a lengthened leave of absence, and to appoint a successor; but the Bill was put off from time to time, and did not appear until the dying hours of the session. I was in the House on the Saturday preceding the close of the session, when, as I learned from Mr. Ballance, the Bill would be introduced by his colleague, Mr. Seddon, who was then Acting-Premier. I was sitting behind the Speaker's chair, and therefore was a witness to what happened. Mr. J. G. Wilson, who at the time was supposed to be acting in the interests of Warena Hunia, threatened to stonewall the Bill, and the Government were evidently satisfied that if they proceeded with the Bill it would be stonewalled all night. Mr. Seddon left the chamber for a few minutes to confer with his colleagues, and came back to the House with the announcement that the Government had, in the face of determined opposition, decided to drop the Bill. This was about 8 o'clock in the evening, as far as I can remember. I left my seat behind the Speaker's chair and went straight to Mr. Ballance's house, and explained to him the then position. The Act of 1891 contained a suspensory clause in regard to Horowhenua Block—that is to say, there should be no dealings of any sort or kind with Block No. 11 until after the close of the session of 1892. I explained to Mr. Ballance that unless something was done to protect the estate, the protection upon which we had been relying would lapse on the following Monday, when the House would be prorogued. As Mr. Ballance thoroughly understood the subject he quite entered into my feelings. I suggested that the only effective means of protecting the estate—Block No. 11—would be to get a Proclamation issued under the Native Land Purchase Act of 1892, which had then passed, but was awaiting the Governor's assent.

7. *The Chairman.*] That conversation took place at Mr. Ballance's house?—At his house. He was ill then, and this was in the evening. Mr. Ballance pointed out that the only difficulty was that no such Proclamation could be issued, unless first authorised by a minute of the Cabinet; and the time being very short, it being understood that Parliament would probably prorogue on Monday forenoon, he very considerably agreed to call the Cabinet together at his own house on Sunday evening, and it was arranged that I should visit him immediately after breakfast on Monday morning. I attended at the Premier's residence accordingly on Monday morning, when Mr. Ballance informed me that, after full discussion in Cabinet—I am not free to disclose what he did tell me—it had been decided to issue the Proclamation, and a minute to that effect had been recorded. "Now," he said, "I shall trust to you to do what remains to be done; time is short. I will trust to your seeing everything is attended to by the department." He referred me to Mr. Carroll, saying that, although Mr. Carroll had been averse to the issue of the Proclamation, he

would stand loyally by the Government, and I might depend upon having his friendly assistance in anything that required to be done. I saw Mr. Carroll, and he at once gave me the note which was put in by Mr. Sheridan when under examination, the effect of that note being to give me the absolute control for the moment of that department. Immediately after I got the note I went to Mr. Sheridan's office. During my interview with Mr. Ballance, the necessity of Major Kemp bringing the land within the provisions of the Land Purchase Act was discussed. I said I would ask Major Kemp to receive a small nominal payment—I mentioned £50—whereupon Mr. Ballance said, "No; make it an absolutely nominal payment, say £5." Without that there would have been no power to proclaim the block as under negotiation. I wish to make it perfectly clear that that payment was made and received on my advice in pursuance of Mr. Ballance's suggestion, and distinctly for the purpose of bringing this block technically within the provisions of the Land Purchase Act, and not with a view of a sale of the estate to the Crown, excepting that Major Kemp had always promised Mr. Ballance that when the title was settled he would sell to the Government a block of 1,000 acres or more, if necessary, for the purpose of a State farm, in any convenient position, to be mutually agreed upon between himself and Mr. Ballance. I will say this for Mr. Sheridan, that after seeing Mr. Carroll's note, which constituted his instructions, he gave me all the assistance in his power. I do not want to be too positive, but I have no recollection whatever of his saying to me anything about the Proclamation of 1877. Had he done so, I should have paid very little heed to it, inasmuch as the Act of 1891, extending special protection to this block, presupposed the repeal of that Proclamation, and all my arrangements with Mr. Ballance, and the issue of a further Proclamation proceeded on the same hypothesis. Parliament prorogued about 3 o'clock in the afternoon, and between the prorogation of Parliament and 5 o'clock these steps had been taken: a memorandum, signed by Mr. McKenzie, Minister of Lands, had been sent across to the Governor advising him to assent to the Land Purchase Act of 1892. The Governor gave his assent accordingly. A Proclamation was drafted in Mr. Sheridan's office; it was translated into Maori by Mr. Davies. I standing by him all the time to see the thing done and finished. It was forwarded to the Government Printing Office. I attended there myself to see that the *Kahiti* was brought out in time, and by 5 o'clock the whole thing was complete; and at my request Mr. Sheridan forwarded a land purchase caveat to the Registrar of Land, the block having already been caveated by private parties. The *Gazette* containing the Proclamation was not actually issued until the following morning, when I sent a copy myself up the Coast through my son, I think, to Mr. Fraser. I saw Mr. Ballance on the evening of that Monday and reported the steps I had taken, and informed him that Mr. Carroll had given me every assistance in his power, and had stood loyally by the Cabinet. I saw Mr. Ballance again on the following morning after the issue of the *Gazette* containing the Proclamation. The effect of the Proclamation was to prevent all dealings with No. 11 Block for a period of two years from and after the date of that Proclamation. I may here explain that the Proclamation related only to Block No. 11. In regard to other portions of the Horowhenua estate, now before this Commission, there had been numerous dealings by way of transfers, leases, and mortgages; but, in regard to those other portions of the Horowhenua, with none of them had I any concern whatever. All these transactions had been duly registered, this obsolete Proclamation of 1877 notwithstanding. Then, Sir, I agreed to proceed to England to represent the colony on the Imperial Institute. I was appointed by the Cabinet a colleague of the Agent-General's as a Governor to represent New Zealand on the permanent governing body of that Institution. Before starting, I went up to Wanganui to say "Good-bye" to Mr. Ballance. On that occasion Major Kemp sent to me a letter addressed to Mr. Ballance, which he put in during his examination. Feeling that now No. 11 was quite safe for two years, at any rate, I had no compunction in leaving the colony and going Home on my honorary business as Governor of the Imperial Institute; but before leaving I gave my assurance to Kemp that if there was any trouble over the Block No. 11 I would instantly come back. It was my intention to remain at Home for two years; but in consequence of what I heard in relation to the Block No. 11, I, at almost a moment's notice, packed up my belongings and came back to the colony. I may state, shortly, that it was the report that Warena Hunia was selling a part of the estate to the Crown in defiance of the tribe, that brought me back. Owing to my absence on the business I have explained, I was not in the colony during the session of 1893, but in the session of 1894 I presented, on Kemp's behalf, another petition to the House of Representatives and to the Legislative Council. I obtained permission to appear and conduct the case for Kemp before the Native Affairs Committee in the House—the Committee of which, I think, Mr. Stevens was then a member. After I had addressed the Committee and had proceeded some way with the evidence I had gathered, an intimation was made by the Chairman that it having come to the knowledge of the Committee that an action was pending in the Supreme Court, they declined to proceed further. We had no alternative but to withdraw. The Committee on Native Affairs in the Legislative Council, however, notwithstanding the pending action, proceeded with the inquiry and made a report, very specially recommending further remedial legislation. During my absence from the colony, and in consequence of the sale by Hunia of 1,500 acres for a State farm, the Muaupoko, represented by Te Rangi Mairehau and others, had retained Mr. Edwards to fight their case. Mr. Edwards attended with Rangi Mairehau and others at the interview with the Premier, of which the newspaper report is before the Commission—the interview in respect of which Mr. John McDonald gave evidence. On my return to New Zealand, I found that, although some prominent members of the tribe had signed Mr. Edwards's retainer, and though Kemp had sent him a retaining-fee of 100 guineas, Kemp himself had not signed the retainer, saying that he was waiting for my return. I thought it best in the interests of the tribe that I should make common cause with Mr. Edwards, and begged him to proceed with the action in the Supreme Court, promising to attend and assist him as solicitor and to instruct him throughout the case. This was the action then pending, in consequence of which the Native Affairs Com-

mittee declined to proceed further in 1894 with Kemp's petition. The case came before the Supreme Court in Wanganui, having been postponed from time to time in October that year. It lasted several days, and the Chief Justice arranged to take the argument in Wellington, before the Chief Justice alone, sitting in *nisi prius*. Warena on that occasion was represented by Mr. Barnicoat, both in the Wanganui Court and at the argument in Wellington. The Chief Justice in the end delivered a judgment, which I now ask permission to put in. [Exhibit "Ar."] I may state that all through this business, while the action was pending in the Supreme Court and whilst I was pressing the claims of Kemp before the Native Affairs Committee and endeavouring to obtain justice for the tribe, I was in close touch with Mr. Seddon, and I wish here to say that all through, from first to last, he behaved in a most fair and honourable spirit in regard to myself and the Muaupoko claims.

8. *Mr. Stevens.*] What was the date of the old Proclamation of which you have spoken?—It is called the Proclamation of 1877 under the Public Works Act. It may be convenient to explain here that, on arriving at Wanganui with Mr. Edwards to attend the hearing of the case before the Supreme Court, the question of costs was raised by Mr. Edwards, who informed me that the Natives had promised to have £500 ready, as it seemed highly probable that the case would proceed to appeal. Kemp having after my return to New Zealand joined in Mr. Edwards's retainer, and signed it at my request, Mr. Edwards evidently looked to him for the money, and seemed very much disappointed when he got to Wanganui that the money was not forthcoming. Mr. McDonald was applied to, but could not find the money, and in the end I agreed to find the £500, provided I had some security, and it was arranged that Kemp should give me a mortgage over No. 14, which he did accordingly. The mortgage was prepared by Mr. Edwards, whose name it bears. It is in his own handwriting, and it is for securing the repayment of £500 and further advances. At the time of executing this mortgage in due form before a Magistrate and another witness, Kemp made the usual statutory declaration that he had received the money in full, and that there was no illegal consideration, and that No. 14 was not subject to any trust expressed or implied. The mortgage is dated 9th October, 1894. As the matter was pressing, and as the Land Court was then sitting in Wanganui, the Judge being a Trust Commissioner, Mr. Edwards suggested that we should repair in the morning to the Court and apply to the Trust Commissioner to pass the instrument with a view to its being certified to in due course. I need not go into particulars, because Judge Ward has given evidence on this point. I was present in Court when Mr. Edwards rose, on Kemp's behalf, and asked the Trust Commissioner to make the necessary inquiries. The Trust Commissioner demurred at first to the Court interpreter being employed on private business. I thereupon handed a guinea across the table, and Mr. Jones was allowed to interpret. The usual questions were put, and Judge Ward intimated that he was perfectly satisfied with the result of his inquiries, and the deed would be passed. I had had no communication of any kind with Judge Ward before meeting him in the office just before the Court met. Nor did I communicate with him directly afterwards, but in due course I received back the instrument from his clerk, with the certificate affixed dated 18th October, 1894. I have said that the £500 was on the 9th October handed by me to Mr. Edwards. Seeing that the money had not yet been earned by Mr. Edwards, for Kemp's satisfaction he made this suggestion: "I will pay this £500 into a trust account in my own name, and undertake not to draw any money from that account until I have obtained Sir Walter Buller's permission." Then, from time to time, he certified to me that his costs amounted to so much, and he proceeded to draw a cheque, and thus the money melted away until it was all gone. And then came a supplementary bill of costs, as usual in such cases. I received Kemp's authority to pay a fee of fifty guineas to Mr. Skerrett before the Court of Appeal, Mr. Edwards having expressed a desire that, inasmuch as it might appear that Kemp's interests were contrary to those of the tribe, he should be independently represented before the Court of Appeal. This fifty guineas was a further advance, outside of the £500. This is my note to Mr. Skerrett:—

"Re *Horowhenua*.—*Kemp and others v. Warena Hunia*.

"DEAR SIR,—

"Wellington, 7th February, 1895.

"With the concurrence of Mr. Edwards, who has hitherto been representing Major Kemp and the Muaupoko Tribe, I hereby retain you to appear for Major Kemp on a motion before the Chief Justice to settle the terms of the decree in the above action, particularly as to the filing of accounts. Mr. Edwards will give you full information.

"C. P. Skerrett, Esq., Wellington."

"W. L. BULLER.

He appeared both on the motion and before the Court of Appeal. Then I made another payment on the 14th November, 1895, of £30, being a further advance on the security of the existing mortgage. That was to Kemp himself. He came up to my house. It was not for himself, but for a member of the tribe who was in trouble and was going to prison. Then, we had to settle up Mr. Edwards's supplementary costs, Mr. Edwards having in the meantime lifted the £100 guarantee money that Warena Hunia deposited in the Court of Appeal, it being usual in the Court of Appeal for each party to guarantee £100. When they failed in their appeal, then Mr. Edwards not only withdrew his own £100, but the £100 on the other side, and that was credited to Kemp without my being appealed to. Then, after this Commission commenced its labours, we received Mr. Edwards's supplementary bill of costs with a request that it should be settled forthwith, and I took from Kemp this authority:—

"Memorandum.

"I HEREBY authorise Sir Walter Buller to pay the amount of Mr. W. B. Edwards's supplementary account, dated 13th March—namely, two hundred and forty pounds (£240), and to add the same

to the moneys secured, or intended so to be, by the mortgage of 9th October, 1894, of and over the block of land known as Horowhenua No. 14.

“Dated at Levin, this 3rd day of April, 1896.

“Witness to signature—L. Davis, Wanganui.”

“MEIHA KEEPA RANGIHIWINUI.

That is in Maori, signed by Kemp, and duly witnessed. This was besides the £100 that Kemp paid to him on behalf of the tribe while I was in England.

9. *Mr. Fraser.*] Did the £100 deposited by Warena go to Mr. Edwards?—Yes, and he credited Kemp with it. I was very anxious that this matter of £240 should stand over for a time, but Mr. Edwards seemed to think that, as he was no longer acting, it would be wrong to keep him waiting, and wrote to me about it, and I sent him a cheque and took this:—

“£240.

“Wellington, 3rd April, 1896.

“RECEIVED from Sir Walter Buller the sum of two hundred and forty pounds, being the balance of my account against Major Kemp and the Muaupoko Tribe for professional services rendered in connection with the title to the block of land known as Horowhenua No. XI., full particulars of which are shown in my signed bill of costs.

“W. B. EDWARDS.

“(Stamp.—3/4/96.”

After receiving from the Trust Commissioner's clerk this deed of mortgage, indorsed by Mr. Edwards and certified to by the Trust Commissioner, I had it registered in the ordinary course under the Land Transfer Act. It was a subject of remark in the House that I had done this within a few days of prohibitive legislation coming into effect, and it was spoken of as an act of impropriety on my part. But I may state, as a matter of fact, that solicitors all over the country were anxious to get their transactions closed, in anticipation of new legislation; and I was credibly informed that £10,000 in Native land duty was paid in the last week in transactions being completed in view of fresh legislation. Therefore there could be nothing wrong in my completing my title.

10. *The Chairman.*] Those were the whole of the advances you have made?—These are the only ones I have recorded.

11. But supposing Kemp came to redeem the mortgage, what would you ask him for?—I should probably want a settlement of costs.

12. But this is all you claim for the present?—Yes.

13. *Mr. Fraser.*] You have only paid £822 10s?—Yes. I have other claims against him which I have not charged on the mortgage, and he is liable to me for professional costs. It was alleged in the House that I had used my influence to defeat a Government measure in the Legislative Council, a measure affecting Horowhenua. I will explain what I did in the matter. As a matter within my own knowledge, in the session of 1894 a Bill was introduced in the Legislative Council dealing with the Horowhenua Block. It contained a clause providing that the Minister of Lands should have authority to pay over to Warena, at his discretion, the balance of £4,000 in respect of the sale of the State farm. It was quite true that I did use what influence I had to defeat that measure in the Legislative Council. The Bill came back to the House of Representatives with that clause excised, and the Government dropped the Bill. But, it having come to my knowledge that the Government would pay the money in any case, application was made to the Supreme Court for prohibition. A writ of prohibition was served upon Warena forbidding his taking the £4,000, or any part of it, and a copy of that was served on the Auditor-General and upon the Treasury. To this extent only is it right to say that I used my influence to defeat any Government measure before the Legislative Council. In the session of 1895 it was proposed to bring in a Bill dealing with the Horowhenua Block, and I received a telephone message from the Premier, asking me to meet him at his house, in order that he might show me the Bill, which had not then been settled by Cabinet; and when he showed me the Bill he had already struck out with his own hand a clause relating to the purchase-money—a clause intended to relate to the payment of the purchase-money. I asked Mr. Seddon to let me have it, but he said it would not be fair. He had himself, before I saw him, scored it out with his own pencil. The rest of the Bill is as shown in the print I now put in. I want to mention this, because it was so fair and honourable of Mr. Seddon. He was not going to take any advantage of the people, and, I say it to his credit, that he struck out the clause which he thought improper; and then the Bill was sent to me with the following minute on it: [Exhibit “As. 1.”] I attended at the Parliamentary Buildings a few minutes before 10, and saw him, and then learned that the Native Affairs Committee had declined to hear counsel, because it was in the dying hours of the session; but, on Mr. Seddon's pressing it—thanks to him—I was allowed to appear and address the Committee at considerable length, the Chairman stating that time was precious.

14. You were the only counsel who appeared before the Committee?—I was the only counsel; the Chief Judge of the Native Land Court was present. I have to thank Mr. Seddon for being there. The Bill came out of Committee in this shape, everything struck out but two clauses. [Exhibit “As. 2.”] It came out of Committee in that form, and passed the House in that form, with a clause added providing for the setting-up of this Commission. My only objection, as I think will be admitted, to this Bill in this form was the inclusion of Block 14, in regard to which, as I said to the Native Affairs Committee, there had never been the suggestion or suspicion of any trust or fraudulent dealing. I do object to Block 14 being put under the ban of such a Bill as this. It seemed inevitable, and after discussion in the House I dropped all opposition. In the previous session I had myself drafted the Horowhenua Empowering Bill, which, I think, is now before the Commission. That Bill was received by Mr. Seddon and considered by him, and I thought would have become law; but it was not brought down, and it is not for me to say why. This was the form in which the Bill passed, with clause 4 added, providing for the setting-up of the present Royal

Commission. It was during the debate on that Bill that certain remarks were made affecting myself which induced me to write a letter to the Minister of Lands, a letter which was afterwards declared by the House to be a breach of privilege. I was permitted by the ruling of the chair to appear and to be heard in my defence at the bar of the House, and I made a statement there, every word of which, I now desire to say on oath, was correct, to the best of my knowledge and belief. I ought to have stated, when I was on the Supreme Court, that the judgment of the Supreme Court was appealed against by Warena Hunia, and was argued before the full Court in Wellington, all the Judges being present, and was unanimously affirmed without dissent by their Honours, with this single exception, that it was made a part of the Chief Justice's judgment in Wanganui that Major Kemp, as well as his co-trustee, Warena Hunia, should account for all moneys received.

15. *The Chairman.*] That was the judgment of the Supreme Court?—Yes; part of the judgment was reversed by the full Court, discharging Kemp from any liability to account, and making it compellable on Warena Hunia. Before closing I would like to say, as there appeared to be some conflict between Mr. Sheridan and myself on one point, that the draft Bill which I forwarded to Mr. Seddon, and which, as shown by his letter, he forwarded to the department (and a type-written copy of which I put in), is the same as the original document, excepting that the original document had no schedule, and the draft which I now hand in is in the handwriting of some one in Mr. Sheridan's office. All I added were the names of the survey districts. I will read this draft: "Horowhenua Nos. 11A and 11B Blocks, containing together 14,975 acres, situated in the Waiopēhu Survey District, being the whole of the land comprised in Land Transfer certificate of title, Vol. xlvi., fol. 249, of the Register-book of the Wellington District." I simply added the names of the survey districts and made it part of my draft Bill. I now tender myself for cross-examination.

16. I understand, Sir Walter Buller, that you have had no dealings, or advised Kemp with regard to any dealings, with the Horowhenua Block prior to the Court of 1886, excepting McDonald's?—Excepting McDonald's lease, where I was acting between parties, I was paid by Mr McDonald.

17. That was prior to 1886?—That was the only dealing. There have been no dealings since, excepting my professional action in regard to Block 11 and the other trust blocks, and my own personal and private dealings in respect to Block 14.

18. You say that Mr. Bell was advising Kemp at one time. Do you know anything about the payment of something like £700; can you give us any information about that?—I have no information at all. I know that in the most friendly way Mr. Bell handed over Kemp's affairs to me, and said he quite recognised that Kemp had a perfect right to select his solicitor, and believed he had a balance to his credit; but this balance, when the books were made up, dwindled away. We found there was a balance against him, I think. There is some impression that Bell took £700; if so, I am perfectly sure he earned it; he would not take that for "two words of his mouth."

19. *Mr. McDonald.*] You have told us that you have acted for many years as Resident Magistrate on the Coast?—Yes.

20. And you acted professionally in the making of the lease between Hector McDonald and Kemp?—Yes, the title having been obtained in the Court of 1873. He was then the certificated owner, and entitled by law to make a lease for a period not exceeding twenty-one years.

21. Then you were not present in 1886?—I was in England.

22. You have stated that, previous to your going to England, you had a promise from Major Kemp that when he was in a position to do so he would grant you a lease of Waiwiri?—Yes.

23. Then you returned from England in 1892?—About May, 1890.

24. Then, that would be after Major Kemp and Warena had quarrelled about this No. 11?—I could not charge my memory; they had no quarrel until July.

25. Now, you know that in 1890 Major Kemp set up this theory of trust as to No. 11, and as against Warena's assertions that he was the absolute owner?—I do not think that there was any question until 1890.

26. But in July, 1892, you knew that the question of a trust had been set up?—Yes; I suppose I must have known. I knew in the session of 1892 that a question of trust had been set up, but, in fact, I knew very little about it. Kemp explained what he had been doing. It was in the session of 1892, as soon as I got the retainer, that I had the first piece of business in connection with Horowhenua. The first piece of business I had was my accompanying Major Kemp to Mr. Cadman's office, of which he gave a perfectly accurate report. I said to Mr. Cadman, "I come here as Major Kemp's personal friend, not as his legal adviser. I am not in practice. He wants to have a talk with you about Horowhenua," and it was really in consequence of the letter to J. M. Fraser. It distressed Kemp.

27. What was the date of that? Was it before or after you had taken the lease?—I think it must have been after; I cannot charge my memory. I did not take the retainer until 18th July, 1892, and the previous May I had taken the lease.

28. What did you take the retainer for, unless it was in connection with the quarrel which had arisen between Kemp and Warena?—There is nothing to show I knew anything of that quarrel before that.

29. What did you take the retainer for?—In consequence of that.

30. Therefore you must have found that the quarrel existed?—After the interview in Mr. Cadman's office (of which Kemp gave a perfectly correct account) he said, "Come back, and act as my solicitor." I considered whether I would take up his case professionally, and I saw Mr. Bell. Immediately I made up my mind, I got the retainer.

31. Were not you aware before you took that lease that Major Kemp had set up a theory of trust with relation to No. 11?—It was from the date I had heard of it from Mr. Bell.

32. You were aware of it from what time?—I do not know at all.

33. You were aware of it when you took the retainer?—I knew it then, but I cannot say when before.

34. That was before you took the lease?—A month after.

35. Then, this previous conversation in Mr. Cadman's office, was that before you took the lease?—I do not know. I was asked by the Chairman if I could possibly get the minute. Mr. Stevens has probably access to the papers. I wrote a letter to Donald Fraser for Major Kemp, saying that Major Kemp repudiated this letter of J. M. Fraser's.

36. Do you ask the Commission to believe that, when you took that lease in 1892, you were not aware, or had not been informed, that Major Kemp had set up the theory of a trust with relation to No. 11?—It is quite likely I did not know. I was not working professionally then.

37. Is it not a fact that a theory of trust had been set up with regard to No. 11, and this suggested caution to you as to the nature of the title in every other section of Horowhenua?—Certainly not; I might as well ask you whether I should consider it necessary to exercise caution about sections all over the block.

38. Would it not suggest caution?—That is an abstract question; I am always cautious.

39. Would not you when you found that a question had been raised as to the nature of the title to No. 11, would it not suggest caution to you as to what you did in regard to other sections of the block?—It would suggest the caution I always exercise in such matters, and nothing more.

40. But it would suggest caution to you?—In that particular block? I exercise caution in every transaction in which I am engaged with the Natives.

41. What steps did you take to ascertain whether or not there was any question of trust as regards Block 14?—None whatever, beyond obtaining Major Kemp's statutory declaration as required by law for the time being. I had no cause to fear that a question of trust would ever be raised; as a matter of fact, it had not been.

42. Could not you equally have got statutory declarations from Warena?—Why should I go to Warena? He would laugh at me.

43. Could not you have equally got a statutory declaration from Warena that there was no declared trust?—Certainly not. I would not have liked to suggest getting it.

44. Did any person deal with Warena to your knowledge?—I was not dealing with Warena; I was dealing with the owner of the land.

45. I am asking you whether you would have considered it sufficient to validate that transaction with Warena if Warena had made a statutory declaration that he was the owner?—In regard to what land?

46. No. 11?—Certainly not; immediately I had made inquiries I should have discovered he was only a trustee.

47. Exactly; you say the moment you made inquiries. What inquiries did you make in regard to No. 14?—I knew perfectly that Major Kemp held a certificate of title.

46. So did Warena?—That was contested.

49. It was contested, and, I think, issued. You made no inquiry at all, and simply took Kemp's declaration. You consider that is sufficient precaution for a professional man to take?—I took every precaution.

50. What did you do?—I satisfied myself he was the owner. There was no question he was the owner.

51. How did you satisfy yourself?—I had evidence which would satisfy any cautious solicitor that he was the owner.

52. That is to say, you found the certificate of title untrammelled?—I found all the other titles had been caveated three deep. There was no attempt to caveat this title; it was undisputed.

53. How many blocks were caveated?—I cannot speak from memory; I believe Nos. 6, 12, and 11 were caveated.

54. *Mr. Fraser.*] In 1892?—I do not know that.

55. *Mr. McDonald.*] Then, all you can tell is that you found Major Kemp had a certificate of title untrammelled, and you considered that sufficient evidence that he was the owner and entitled to lease the land to you?—I was perfectly satisfied; I made no more inquiries than the Trust Commissioner made.

56. Notwithstanding the fact that you were aware a question of trust had been raised?—I presume I was aware, but I was not concerned professionally.

57. Is it reasonable to suppose you would have taken a retainer?—I did not take a retainer at that time.

58. That you would have entered into negotiations for the lease of a section of this land after learning what had happened two years previous in Palmerston?—My answer to that is that there was no negotiation. I went straight to Kemp at Putiki, and the whole thing was settled in two minutes. He said, "Lots of pakehas have been at me; there is your land." He fixed the rent; there was no negotiation, no beating down, no haggling.

59. You say there had been "numerous dealings with other portions of the Horowhenua Block with which you had nothing to do," but there were no dealings with any part of Horowhenua, excepting No. 3 and No. 2—No. 2 having been cut off into small sections?—I had heard, as a matter of common report, that pakehas were leasing and mortgaging.

60. Do you generally satisfy yourself with common report?—I had no business to inquire into this professionally; we have the transfer.

61. You knew that the only dealings that there had been with the Horowhenua up to the time you took that lease were the sale of No. 2 to the Crown by Kemp and the dealings of 106 persons who got sections in No. 3?—It may be so; there may have been dealings with No. 9, but I did not know of it. No. 10 had been transferred, but I had no concern with that.

62. You informed the Commission that you packed up at a moment's notice and left England?—At very short notice. I quitted my post at the Imperial Institute long before my work was done.

63. This was after you had taken the lease?—No; long before. You get mixed up so that I cannot follow you. I did not come out until 1890, and did not take the lease until May, 1892.

64. But then you came out again in 1892?—I remained here.

65. Have you not been Home since 1890?—I went Home in 1893. I was away during the session of 1893, and then came back.

66. Was it upon the first occasion, or upon the occasion of your last return from England, that you packed up in such a violent hurry?—On the last occasion. I had previously obtained my lease and was in possession.

67. What was the occasion for this extreme promptness, seeing that Mr. Edwards was retained as solicitor for Kemp?—I had given a promise to Kemp to come back. I heard that there was a "raruraru" with regard to No. 11.

68. No. 11 or 14?—There was no suggestion of any possible dispute with regard to No. 14.

69. You have a very high opinion of Mr. Edwards?—A high opinion; in fact, second to none, as a professional man.

70. You cross-examined me?—Very tenderly.

71. I think you alluded to a letter I wrote to the *Farmer*?—Yes.

72. Did you not obtain the information which enabled me—did you not obtain that information from myself?—Yes; I told you I would use it.

73. Did you not obtain that information from me in strict confidence, and in your own house?—Certainly not. I met you opposite Lindsay's shop in Wellington, when I taxed you with the letter, and you told me all about it.

74. Where?—Opposite Lindsay's shop in Wellington.

75. Did you not obtain that information from me in strict confidence, and in your own grounds, if not in your own house?—My own grounds? Where?

76. At Waiwiri?—We were not anywhere near Waiwiri; we were opposite Lindsay's shop in Wellington.

77. Did you not get the information from me at Waiwiri, there and then?—Certainly not; I had it from you in Wellington.

78. Pardon me—did you not obtain it there, at Waiwiri?—No; I obtained it from you in Wellington. I remember meeting you in the street opposite Lindsay's shop; you volunteered it all; there was no confidence.

79. You say distinctly that you did not get every scrap of information, which enabled you to cross-examine me, in the strictest confidence, and in your own grounds?—No; I deny it. I had it from you in Wellington. We discussed it, and I pointed out to you the extreme impropriety of what you had done; when you visited me at Papaitonga you admitted you were in the wrong. You had previously told me about it in Wellington.

80. *Mr. Stevens.*] You have told us that the first transaction you had with regard to Horowhenua was being present on the payment of £400 to Major Kemp by Mr. Hector McDonald?—I prepared the lease which brought me up; I was then in practice.

81. That was in?—1876.

82. And from then until now you have been on very intimate and friendly terms with Major Kemp?—Yes.

83. And you have been nearly all the time, if not constantly, acting for him as his private and professional adviser?—As his professional adviser; he is not the man to take private advice from any one.

84. I say you act as his private adviser, inasmuch as his?—Friend, when out of practice.

85. Therefore you have been continually in Major Kemp's confidence?—Yes.

86. Since when?—1876.

87. On the occasion of your visiting Mr. Cadman you did not act professionally?—Just so.

88. What was your first intimation of a difference between Warena Hunia and Major Kemp with regard to No. 11?—Speaking from memory, it was just before this visit to Mr. Cadman that Kemp told me he was in great trouble with Warena, and told me of the various steps he had been concerned in with Mr. Bell, who now recommended arbitration. But he would not have arbitration. He wanted me to take up his case. I said, "No." I was out of practice. "I will go with you to see the Minister, and to talk the matter over with the Government." Mr. Cadman at that time was Minister of Native Affairs. I told Mr. Cadman I came there as Major Kemp's friend, and not as his professional adviser.

89. Coming from that up to No. 14, I understood you to say that Major Kemp made a declaration in which he swore that there was no trust in regard to No. 14?—He made a statutory affirmation; he did not swear it; it has the effect of an affidavit.

90. Do you remember his stating here that there were three other persons interested in that block with him?—He said he had others "in his heart."

91. Did he not say that there were three other persons interested in that block?—Not as I understood him. He said, "I have those in my heart whom I might consider, but the land is mine absolutely." Raniera and Tamatea Tohu came into Court and swore that they have no interest. The two other women had no title at all.

92. I am under the impression that Major Kemp said there were three other persons interested with him in the land—that is clearly my impression?—He made a good many statements, and pressed them over and over again.

93. Assuming he did say that three other persons were interested, which is correct—his statements here or his other statement?—I say that "he is the absolute owner" is the true statement.

94. Therefore, the evidence he has given here is untrue?—No; I think his evidence is rational,—"this is one he has in his heart—he cannot take the land with him into another world."

95. Did not his evidence also lead the Commission to believe that these other persons were also interested?—I cannot tell what he led the Commission to believe.

96. We will assume that. I ask you as a friend of Major Kemp's, whether you believe Major Kemp to be a truthful witness or otherwise?—I think he is a perfectly truthful witness. Like all Maoris, he may use extravagant language, but I take him to be the witness of truth, and I have had experience of him extending over forty years.

97. I understood you to say that £822 10s. had been paid by you to Mr Edwards for Kemp?—Not to Mr. Edwards. £30 was paid to some one else, £52 10s. to Mr. Skerrett, and the total, as specified on the mortgage, is £822 10s., as stated by me.

98. Then, you went further on to say that that did not include professional charges and your fees. That is to say that there will be a balance chargeable on Block No. 14 for professional charges and your professional fees?—The deed will speak for itself. I will read it [mortgage read.] I take it that would cover any claim I had against him.

99. That is to say, supposing you rendered him professional service, the security for the payment for these services would be covered by the mortgage?—I take it that it would. It is a matter of construction. The deed speaks for itself.

100. Therefore the services which you have rendered, and are rendering, Major Kemp have been secured—your fees have been secured—by that mortgage?—I have never had a word with Major Kemp on the subject. I take it I am protected.

101. You came to Horowhenua and had a meeting with the Natives there on the occasion that the deed of confirmation was signed. The object of the meeting was to get those persons to sign a deed of release, releasing Kemp from and confirming anything he had done with respect to the dealings with Horowhenua Block. Did you act as solicitor for Kemp on that occasion?—I acted as solicitor for Kemp, and for the tribe.

102. Did you act as solicitor for Kemp?—I suppose, technically, for Kemp, those other people being already in my retainer.

103. Were those other persons represented by any other solicitor?—No, they were my clients, all excepting the girl Raraku.

104. And Kemp was also your client?—He was.

105. And therefore you acted for Kemp as "against" the persons from whom he wanted the deed?—Not as "against" them.

106. You acted technically as Kemp's solicitor, is not that so?—Yes.

107. And you also acted for those other persons?—They were my clients.

108. What was the object of the deed of release, if there was unanimity of feeling between Kemp and these Natives?—The object was to repair the omission to take receipts and discharges from time to time all through those years. It appeared to me that Kemp might be put in a disadvantageous position through not being in possession of any discharges, having received and disbursed large sums of money. It seemed to me that if the people were satisfied, as they said they were, that they should give that discharge, even at the eleventh hour.

109. Did you think it necessary to ask Kemp about the money he had received from this block, and expended for his own private purposes?—He would never tell me, nor did I invite him.

110. You do not think it necessary to render accounts here now?—It appears impossible to do it.

111. Not even an approximate account?—No.

112. Were you aware that Kemp had sold this No. 2 to the Government?—Yes; of course I have a recital of this transaction in my deed, therefore I must have known of it.

113. I wish to know whether you were aware that there was "one-tenth" of the whole block to be returned to the Natives?—I did not know about that.

114. Kemp did not inform you of that?—No; I heard of it for the first time before the Commission. I think I have heard Kemp complain that he had not got the "tenths," but that was long after the deed of confirmation.

115. And therefore you thought there was no necessity, this being quite a trifle—only £4,000—to bring it before the notice of these people?—To you it would be a considerable sum; £4,000 is a material sum.

116. Supposing we put it this way: Say, of the 4,000 acres sold to the Government, 400 being "tenths"—that is to say, 400 acres were withdrawn?—You are putting the abstract questions to me; I did not know anything about these "tenths" at the time.

117. You say you were acting for the tribe, and that they retained you?—They gave me no instructions about the "tenths."

118. Did you not consider it your duty as solicitor to make inquiries?—I was quite satisfied with my position.

119. You had a retainer from these Natives, and you also had this deed of release signed. Who paid you your fees for acting for these Natives?—I have not been paid anything.

120. You have done it as a matter of friendship?—Major Kemp stated in his re-examination that, although these thousands had been paid, not a single shilling had been paid to me, but the day of reckoning was coming. I hope it may not be long postponed.

121. Then, the thousands have been paid to whom?—He said that not one shilling of the money paid the lawyers had been paid into my pocket.

122. In the demand by Warena Hunia on Kemp for rendering of accounts, did you take any part in defending Kemp in that case?—No, it was before my time. I was out of the country. I was extremely anxious to discover whether the action had been discontinued. Mr. Barnicoat stated to the Committee that it had been, but on inquiry he found that he was mistaken, and that it was still pending if he liked to prosecute it.

123. How much money have you received personally from Kemp in connection with Horowhenua?—How do you mean "received"?

124 For your fees?—In connection with this case No. 11 or the whole?

125. The whole of Horowhenua?—Nothing whatever.
126. Nor even with regard to No. 11 or any other block?—No; I think he paid some costs in connection with the deed of confirmation.
127. What was that amount?—I do not know at all. It was solicitor's costs incurred. That was paid through me. I was the responsible party, but with regard to the Horowhenua Block generally—No. 11, and all these matters—I have received nothing at all. I received the retainer, but I did not get any fee with it.
128. Have you ever endeavoured to ascertain from Kemp how much money he received in respect to rents from McDonald?—I only wish I could get the information from him as the Commission got it.
129. We have been able to get far more information, because we had the parties together. With regard to No. 2, you say you heard nothing with regard to the "tenths"?—I heard in a general way from Kemp that he did not get the sections the Government promised him, but I did not attach any weight to it.
130. Then, with regard to the £6,000 received?—I will put you right.
131. I am not at all wrong. Did you hear anything with regard to the rents, anything about the "tenths," anything with regard to who were the families, or, in fact, anything at all about the £6,000 Kemp received for this township?—I have heard a good deal with regard to the sale.
132. That is all, then?—Excepting that the Natives had received the money.
133. There are three very large items about which you have heard nothing. How, in the face of all that, could you possibly have explained to the Natives any deed of confirmation which you induced them to sign?—My answer to that is that the deed was read over to them, and it contains full information with regard to those points.
134. But did not you think it necessary that the Natives should be represented by some independent counsel?—No.
135. Your opinion and mine does not coincide?—I am a professional man, and you are not.
136. Do you consider that Kemp, assuming that this deed had not been signed, would have been liable to the people for any portion of that large sum of money he has received?—I do not say what I might advise Kemp on a question of that kind.
137. Assuming the deed had not been signed, would you consider it your business as Kemp's solicitor to advise him to render some account of the moneys which he had received and not accounted for?—So far as he possibly could, but I know it was a physical impossibility.
138. Supposing other people could recollect for him?—I think it is impossible; the Court of Appeal held he had received the money like a chief, and had disbursed it like a chief.
139. He did not hand the £6,000 to the people?—I think very little went into his own pocket.
140. He did not hand over the £4,000 he received for rent from people and other moneys he received for timber?—There is no use asking abstract questions.
141. As his solicitor, if he had not been covered by the deed, would you have thought it reasonable?—It is impossible to say what advice I should have given to Major Kemp under these particular circumstances.
142. But under these special circumstances?—I do not say what advice I should have given him.
143. Do you consider, as a Native expert, that Kemp, in withholding from his people sums of money he had received, was acting as a chief?—I consider he acted as a chief in what he did; he paid them like a chief, *suo modo*.
144. I understood you to say something with regard to the petitions to Parliament. Can you tell the Commission what kind of control you exercised over the Native Department? I understood you to say you were placed in possession of the Native Department for a certain length of time?—I said for the moment the officers of the department had orders to do what I required.
145. I understood you to say you had the "control of the department"—I am not going to ask you what kind of control it was?—The control was simply explaining to Mr. Sheridan what had been done and what was to be done.
146. Therefore you became Mr. Sheridan's superior officer?—He said as much before the Commission when you were here—that Sir Walter Buller went down to the Native Office in consequence of that note written by Mr. Carroll; but to no further extent was I in control of Mr. Sheridan or anybody else in the Government service. If Mr. Sheridan had not readily responded, I should have complained at once to his chief.
147. Who, no doubt, had the absolute control?—I say I was "in control" to the extent that the note gave me charge; I was responsible for what was done; and then I had the feeling that I should have been blamed by Mr. Ballance for having made a mess of it.
148. With regard to Mr. Bell's acting for Major Kemp, I understood you to say that Mr. Bell advised arbitration?—So Kemp informed me.
149. And that Kemp declined to accept his advice?—He declined to adopt that suggestion.
150. Did he assign any reason as to why he declined?—He said to me that he knew what arbitration meant—to split the block in two—and he was not going to give the people's land away. He said, "I will have nothing to do with arbitration," and he repeated the same in Mr. Cadman's office to the Minister.
151. Therefore he declined his solicitor's advice?—Absolutely.
152. You are personally interested in retaining the title which you hold to No. 14 in its present position?—Of course I am.
153. At the same time, you are representing Kemp and are representing the persons who claim an interest in that block as against Kemp?—No; there are none of the Muaupoko represented by me who are claiming. Not any one of them claim it.
154. Assuming that this block was held in trust, would not those persons you represent participate?—I do not know.

155. Do you believe they would?—I have no belief in the matter. The paper I put in to-day shows my view—that, in the very improbable event of the Commission finding a trust, the beneficiaries would only be the four whom Kemp named as being in his heart.

156. In the event of a trust being found, those persons represented by you would have an interest?—I suppose so.

157. Then, you are representing your own personal interest, and, at the same time, Kemp's interest?—I am not representing my own interests. No fraud having been alleged, it cannot be suggested. Kemp, to whom the land belongs, represents those of the Muaupoko whom, I take it, would come in if the Commission found that he was in as trustee.

158. Then, you are representing Kemp, who desires to maintain his so-called title to Block 14?—I am.

159. And you are also representing the Muaupoko who would participate in this block?—I take it they would. You put in a list of those people who you say ought to come in. I do not recognise that list; but my clients would participate in the event of the Commission finding that there was a trust, although those clients are not alleging any claim.

160. You assume that some of them are not alleging any claim?—I know it as a fact. None of my clients are; and every member of the Muaupoko repudiates the idea of any one having any claim in it except Kemp.

161. Supposing I prove that some of those so-called clients are interested in No. 14, then your assumption would be wrong?—That is an abstract question. I cannot answer a question of that kind.

162. It will be my business to prove that some of your so-called clients are interested in No. 14. In that case you are representing Kemp, who wishes to retain the title to the block, and also, as against Kemp, those persons interested?—I represent Kemp, whom I take to be the absolute owner of No. 14. If the Commission should find otherwise, and that it is a trust property, then I assume that that would not affect my interest. It would simply be a change of landlords.

163. With regard to the execution of the deed of mortgage by the Trust Commissioner at Wanganui, did he ask Kemp whether there was any trust existing?—I heard Judge Ward say that he had no recollection of putting that question, but he had a declaration before him when he examined Kemp.

164. He did not put the usual question?—He is not bound by law to do so.

165. Did he put the question, "Does a trust exist or not"?—My impression was that he had, but I heard Judge Ward depose that he had not put it, because he knew it was Kemp's own land. He said he did not ask him whether there was a trust, because he knew he was the owner, and, moreover, he had a statutory declaration that there was no trust.

165A. *Mr. Fraser.*] Here is a telegram from Mr. W. Buller to the Hon. W. Fox: "Just received telegram from Ihakara of Manawatu, of which the following is a translation: 'Your men, Kemp and Kawana Hunia, have arrived at Horowhenua; they have burnt down the houses of —; Ngatiraukawa and the Ngatiapa have gone back to fetch guns. Send word to the Magistrates of Manawatu to stop the guns, lest there be trouble.—From Ihakara, Tukumara.'" You remember the circumstance, I suppose?—I do not remember the circumstance at all: I have no distinct recollection of the trouble.

166. There is a letter here from Kemp. [Letter read.] Do you remember seeing that letter, or hearing of it?—I have no recollection of it.

167. Relative to the leasing of No. 14, you say in 1886 Kemp promised to lease you Waiwiri?—I did not say that. I said that he made a promise before I went to England in 1886. It was the lake I wanted. It was partly in the block, and I asked him that if ever he was in a position to do so he would give me a title.

168. Your idea was simply to lease the lake?—I cannot remember at this length of time how much it was I wanted; but it was the lake I was hankering after.

169. Now, with regard to Mr. Bartholomew's lease in No. 14, who were you acting for?—I was not acting for any one personally.

170. For neither Bartholomew nor Kemp?—No; simply as a friend of the parties. I did not charge any fees.

171. You remember that before Bartholomew took the lease he told you that the land inside of the railway was unsuitable?—We went over the land together. It was not the land. Kemp had promised to give the timber on the block, and when I saw Kemp in Wanganui he said, "You shall have a lease, but, first of all, I must keep faith with Bartholomew, and if he does not want the timber on the western side you can have a lease of that at once." Mr. Bartholomew said he could not tell till he had seen the timber. I met him by appointment down here, and Mr. Bartholomew and myself, and Mr. Davies, representing Kemp, walked all through from the railway to the lake, and Mr. Bartholomew said the timber was unsuitable. Then he crossed, and went up on the other side. I did not accompany him; but he said he would take that timber.

172. You were not acting as his solicitor?—No.

173. Did you tell him or Warena that you did not want an acre or any portion of land east of the line?—I have no recollection of that. He has told me that he understood I did not want it. He said that if he had known that Kemp was going to lease me the land on that side he would never have taken the 100 acres if he had known that the promise extended to the whole block. What I really said was that I was in no hurry for it, but I wanted to go into possession of the land sometime.

174. You are clear that you told him that you did not want an acre?—No.

175. Was not that the reason he took a six years' lease?—No; on the contrary, he asked for ten years. Kemp said, "No, I will give you five." In the end I suggested making it six. I did not want the term lengthened, because I wanted to get into possession. I was consulting my own interests in getting it brought down to six years.

176. During these negotiations you simply acted for yourself, and not for Kemp or Mr. Bartholomew?—No; the proof of it being that I was not paid for my services. I never had any retainer from Mr. Bartholomew but, as I said before, I have always been acting for Kemp. At that time I had not been retained by him. I went up to negotiate a lease for myself.

177. You first took a retainer in 1892?—In July, 1892.

178. In 1892 you took a lease?—On the 20th May I took my first lease.

179. In July, 1892, you took a retainer?—In May, 1892, I took a lease for the western portion, with a promise of a lease of the eastern portion when I could get it. In July I took a retainer for Kemp and the tribe.

180. In October, 1892, you said you prepared and executed a deed of release?—Yes.

181. In your retainer of July, I wish to draw your attention to these words: "We hereby appoint Sir W. Buller our solicitor in regard to the Horowhenua matter, and we hereby authorise him to take such steps as he may think fit for the assertion of our rights to the 15,000-acre block, or any other part of the Horowhenua Estate?"—Yes, that is so.

182. Before then you had nothing to do with Horowhenua?—No.

183. What were your first steps to inquire into the position of the estate after receiving your retainer?—To have a conference with Mr. Bell, who had been acting for Kemp previously—acting for Kemp as representative of the tribe.

184. Did you consult anybody else as to the position of the Horowhenua Estate—with any other members of the tribe?—Yes; with Te Rangi Mairehau, Raniera, and others.

185. With regard to No. 14, you told the Commission that you learned from no one that there was any one trustee?—No; no one.

186. Kemp told you there was no trustee?—I never asked him; he made a statutory declaration; but I never asked him except in the way of getting him to sign it.

187. Did you ask Te Rangi Mairehau?—No.

188. Then I am safe in saying that you asked no member of the tribe as to the position of No. 14?—I am not aware of it, except telling the tribe I was taking a lease from Kemp, and no one offered any objection.

189. You remember Te Rangi stated before the Commission that Kemp was in the same position in No. 6 as in No. 11?—I do not remember in terms what he said.

190. With regard to any other block outside No. 11, did you consult any one as to the position of the estate?—I discussed with the tribe the position of No. 12.

191. What did they tell you?—Generally that the land was vested in Ihaia as trustee for the tribe.

192. Did you consult them with regard to any other?—Yes; with regard to No. 6, they explained that that was vested in Kemp for the benefit of *rerewaho*. Their story was confirmed by Kemp himself.

193. Was there any other division that you consulted with regard to?—I was generally informed with regard to No. 9, and I ascertained that it had been given to the descendants of Whatanui. They were quarrelling among themselves as to whether it was to go to the direct or to the collateral descendants.

194. You did not consult them with regard to No. 2?—No; I had the facts that it had been sold in my absence to the Crown, and that the money had been received by Kemp, and that they were satisfied with his administration of it.

195. You consulted the tribe with regard to No. 11?—Yes; that was the "hub" of the business.

196. In every action you have taken with regard to the block you have never gone beyond the boundaries of No. 11?—No; that was the one we were fighting about.

197. Your Supreme Court action was in regard to No. 11 alone?—Yes.

198. You have done nothing with regard to any other part of the Horowhenua Estate except No. 11?—No; I have taken no active steps except in regard to No. 11, and, so far as acquiescence may be taken as "active steps," with regard to No. 6 also, knowing that all along Kemp had been prepared to carry out his agreement.

199. I will read you a statement made by you before the bar of the House; I wish you to say from whom you got the information [extract read]?—I got that from Kemp and the members of the tribe, and it is sufficiently proved before the Commission.

200. I will read you another sentence [extract read]. Who told you that?—Kemp. I do not say in those exact words, but that was the effect of it. What Kemp said was confirmed by the members of the tribe, my clients—not the Ngatipariri, for I have no connection with them.

200A. [Extract read.]—That is correct; it was not set aside, it was offered. The statement is substantially correct.

201. Who told you that?—Kemp and the Muaupoko.

202. [Extract read.] From whom did you hear that?—From Kemp and my Muaupoko clients. Every statement made to me by Kemp was confirmed by my clients; and the statement was made by Wilson in my hearing at Wanganui, in the Supreme Court.

203. Coming back to your retainer: you took it in July, and proceeded to make inquiry. You made no inquiry with regard to No. 2 Block further than to ascertain that it had been sold to the Government?—No; none further than to satisfy myself that it had been sold, and that there was no difficulty about it. Their only grievance at that time was in regard to Nos. 9, 12, and 6 also 11, which they said was a trust block.

204. Immediately after you took the retainer you presented a petition to Parliament with regard to No. 11 alone?—I do not think it was immediately after. I think it was in the next session. It was in the session of that year.

205. The next thing you did for the benefit of the tribe was to prepare this deed of release?—As I have stated in my evidence, about the same time, in October, I prepared the deed of release, discharge, and confirmation for the protection of Kemp, with the acquiescence of the tribe.

206. Did Kemp instruct you?—I advised him, and, technically, he instructed me.

207. You advised Kemp to prepare a deed of release?—Yes, if the tribe would consent to it.

208. You anticipated that if he did not he might have to disgorge?—I anticipated that he might have to face accusation, and be put to trouble.

209. Did you not anticipate that he would have to disgorge moneys that he had received?—I did not anticipate that. I presumed that any Court would take a common-sense view of the position of a chief. I advised him, and, when it proceeded, technically, I took instructions from him. He said, "All right; whatever you think is right." That I proceeded to do. Before coming up here I read over to Kemp the document which I had in draft.

210. The next thing you did was to come to the district and call the tribe together?—So far as I remember, I wrote to Hector McDonald and to Te Rangi Mairehau, asking them to convene the Muaupoko.

211. You remember that Kerehi Tomo said that the first intimation that he and the tribe had was your arrival?—I did not understand him to say that.

212. How many of the tribe were there present?—Nearly all those who signed the deed were present. It was a full representative gathering of the leading Muaupoko. I remember Hector McDonald saying it would be difficult to find any others.

213. Did you address the Natives yourself?—Yes.

214. As their solicitor you advised them on the matter?—I asked them first whether they were satisfied with Kemp's administration of their affairs. I referred to the sale of the township, and his receiving large sums of money, and they all said that what Kemp had done was perfectly right, and they were all satisfied. I have explained that the action was being brought by Warena Hunia, and I wanted them to sign the deed on that account.

215. Do you know that Kemp had received £6,000 for the sale of the township to the Government?—I knew he had received large sums.

216. You did not tell the Natives that that was one item you were releasing them from?—I do not remember what I told them.

217. Did you tell them that he had received up to that time £3,000 from Mr. John McDonald?—No; I did not. I knew that he had been receiving rents the whole of the time.

218. And that previous to that he had received the amount of £5,000?—I knew that he had been receiving all the rents.

219. Did you know yourself what money he received?—Not specifically. I knew that he had received large sums.

220. Something like £15,000?—I do not know it was that.

221. As solicitor for the tribe you advised them to sign this document that had the effect of releasing Kemp from all responsibility in respect of these moneys?—I advised them that it was their duty to do so. They were bound to give him an acquittance of the accounts, with which they said they were perfectly satisfied.

222. Kemp was unable to give an account of what he had received?—Yes.

223. Consequently you were not able to tell them what he received?—No; I was not in a position to do so, except that he had received all the rents and large sums from the Government, and from the timber leases.

224. Then, they signed without knowing what they were signing?—They knew perfectly well.

225. How could they know?—They knew that he had received all the money, whatever it amounted to—all the rents, all the purchase-money, and the timber royalties, except what Warena had received. It was not a question of pounds shillings and pence, or how much or how little, but all.

226. You admit that at the time you got them to sign you were acting under a retainer claiming the Horowhenua Estate for your clients?—Oh, yes.

227. You recognised that Kemp was in law and in fact trustee, liable to account at the time for all rents and receipts on account of the block?—Yes; I took the view afterwards adopted by the Court of Appeal, that it was unreasonable to ask him to account in writing for what he had received. The principle is the same all through.

228. On several occasions you refer to the signatures having been witnessed by a Magistrate?—Or solicitor, it is the same. The Act says, "Magistrate or solicitor."

229. The first two pages are witnessed by your son?—Yes; he is a solicitor of the Supreme Court. He was in no way interested. He has no interest whatever.

230. Was this deed interpreted to all who signed by licensed interpreters?—Yes; I believe by Hector McDonald. He has already deposed that he interpreted the whole.

231. There are some signatures of persons to whom it was not interpreted?—I do not know.

232. The signature of Waata Tamatea?—In that case it probably has not been; he could repudiate his signature.

233. Hipora Tohu?—She could take advantage of such an omission if there is such an omission. There are other signatures, I think, attested by Magistrates—Mr. Stuckey, for instance.

234. At the time you got this deed of release signed you had a petition before Parliament with regard to No. 11?—I suppose so. Kemp had one, and I was supporting it.

235. You have told us that this mortgage protected you in acting personally for Kemp?—So I understand.

236. You have said that you advanced Kemp £822 10s. Can you tell the Commission how much he is indebted to you for costs?—I cannot tell you. You have no right to examine me on that point.

237. *The Chairman.*] We understand that you have had no settlement or statement of accounts. Can you give us any idea in round numbers?—I have never discussed it with Kemp. I have no idea of the amount.

238. Is it £1,000 or £3,000?—It is quite impossible for me to say. Perhaps it has not been a businesslike transaction, but there it is. Kemp himself stated what the understanding was—that there should be no settlement till the whole thing was finished.

239. *Mr. Fraser.*] With regard to the Proclamation, you heard Mr. Sheridan state that he told you that before the Proclamation was put in in 1892 there was still one existing?—Yes.

240. Do you contradict that?—I am persuaded that his memory is at fault. I have no recollection whatever of it, but the point is immaterial.

241. If you had seen this Proclamation as you have seen it to-day would you have taken a lease of No. 14?—Certainly I would; and I had no trouble in registering this lease, as I would have had if the Proclamation was still in force.

242. In regard to the partition of No. 11, you said it was on the application of Warena that it went before the Court. As a matter of fact, was not Kemp the first to apply to have No. 11 partitioned?—Perhaps you are right. I may have had a misconception on this point. I thought it was Warena. My instructions were that it was Warena who applied in 1890 to have the partition, and that Kemp applied for a rehearing in 1891.

243. In Wanganui, at the Supreme Court, you were solicitor for Kemp and Mr. Edwards was counsel?—I was solicitor for Kemp and the Muaupoko, and Mr. Edwards was counsel.

244. Why, if that is so, and you instructed Mr. Edwards, did he look to Kemp for the £500 instead of to you?—Mr. Edwards was counsel as well as solicitor, and was anxious to protect his own rights.

245. Why did counsel look to client instead of to solicitor for the money?—As a matter of fact, he did. He had an assurance from, I think, Mr. McDonald that the money was all right, and I thought there would be enough to pay it out of the rents. I did not make any inquiry myself until I was face to face with the difficulty.

246. What was the necessity for so much haste in having this certificate within twelve hours of the mortgage being signed?—The certificate was not given until eight days after.

247. The application was made within twelve hours?—I should have made application within one hour if the Court had been sitting. We should have gone straight on with it. If I found there was any difficulty in getting the title passed straight off I would not have advanced the money to Mr. Edwards. I wanted some security for advancing the money that I was out of pocket. It seemed the most convenient thing to go straight on at the time, as Mr. Edwards had some other business.

248. You have never on any other occasion displayed so much expedition?—I have always displayed alacrity as far as my costs are concerned. I showed much greater expedition in getting the Proclamation signed by the Governor on the last day of April in 1892.

249. I ask if, as a solicitor, you have ever used that same haste?—I think so. I think I have used much greater speed, for I have applied within an hour after a deed being signed to have the evidence taken.

250. When?—I could not specify.

250A. I want to know if before this you had ever used the same expedition in getting a Trust Commissioner's certificate?—Yes, I have.

251. If it was before 1890 you must have had it gazetted?—The Trust Commissioner would take the evidence and then gazette. This has been done over and over again.

252. You heard John McDonald say that he had given £400 to Mr. Baker, and another £1,300, do you know what these sums were for?—No; Kemp tells me that the £400 was paid to Baker for services performed by him, and that the £1,300 afterwards paid was partly for services performed and partly money to be paid to the tribe.

253. You remember that the first we heard of that was from John McDonald, after Kemp had given evidence, and he stated, in examination by yourself, that "I paid Mr. Baker £400 and £1,300—that was for Court expenses." Kemp told you this?—He has a very vague idea as to what it was for; but, so far as I can gather, of this £1,300 that Baker was paid he paid over £1,000 to Makere, who handed it to the tribe. His instructions were to pay £1,000 to her.

254. Is that the £1,000 that Kemp mentioned?—I do not know. Mr. McDonald says he thinks it is another £1,000.

255. Personally you know nothing?—No; except that Mr. Baker got large sums for professional services. I know that, for I have a record of it in Judge Trimble's handwriting.

256. Previous to 1892, can you say if you ever heard that there was a trust involved in No. 11?—When I went to England in 1886 No. 11 did not exist; when I came back I did not make it my business to inquire into the transactions until I was retained; what may have reached me in the meantime would be pure gossip.

257. You came out in 1890?—Yes; what I heard in the meantime I do not pretend to say. I may have heard a good deal which I did not pay any heed to.

258. *The Chairman.*] Do you recollect whether the certificate of title was produced before the Trust Commissioner?—I think not, for this reason: He was under the impression that it had been produced. I am perfectly persuaded it was not. I myself transmitted the certificate of title to the Registrar in Wellington for the purpose of having a right-of-way obliterated. The Government were satisfied that it had been put in by the surveyor without authority. So far as I know, the certificate still lies there. Mr. Edwards telegraphed to the Registrar for particulars. My impression was that the telegram was shown to the Trust Commissioner. I am perfectly sure that the certificate of title was not there, but only evidence of it.

259. Judge Ward' was not sure whether a certificate of title or some document was produced, and that document was the one you mentioned as being telegraphed for, and this was the reply?—Yes; it was a telegram, because there was no time to be lost.

260. You have been acquainted with this block for some time?—I have.

261. And you have been over most of it?—No; I cannot say that. When I was a Magistrate on this coast I always travelled up and down the beach. One could not get through the block then. This was all a *terra incognita* at that time. And that was the state of things till Mr. A. McDonald, as agent for the company, came and negotiated the line.

262. With regard to Block 12, do you know anything of it?—I have never been on it. I believe down in the corner where these three sections are [pointing to the map] it is very good land; and I believe that between the clump of bush in the middle of the map and the western boundary down to the stream it is very good land. Then, from the clump of bush to the eastern boundary it is not worth 2s. an acre. It might be valuable as a forest reserve.

263. But the only land really worth anything for cutting up is what?—Taking the eastern boundary of the three sections and coming down to the western boundary of No. 12 would comprise a little under 2,000 acres. Across the stream you would take in some very good land.

264. Can you give us an idea of the value of that?—I can only say that Mr. J. M. Fraser made a cash offer of £5,000 for the whole block. The Government, I was informed, had made an offer of only a few shillings per acre.

265. You have no knowledge of this particular bit?—I should say the strip I have indicated as taking in the good land would be worth £1 10s. an acre for speculative purposes. I do not see how else he could offer £5,000 for the whole, because the rest would not pay rates. It would be only useful for a forest reserve or some public purpose.

266. Do you know the value of No. 6?—I cannot say. In 1893 I bought a strip to the south of the Block No. 14—very good land, half cleared and the rest bush. I paid £4 an acre; and the Government paid for the State farm £4, which I thought a fair price. A portion of No. 6 is worth £4; and I should say the rest would be worth £3 an acre with the timber off.

267. What about No. 14?—I should say it is worth the same—what the Government paid—namely, £4 per acre, taking it all round, swamp, water, and everything. That is the sum that I paid for mine.

268. How does No. 14 compare with the township section, to the east of the railway?—I have not been over that portion; I should say this is better. I think there is land here better, and with the exception of the swamp parts it is very fine. I should say that £4 would be a fair price for that, without considering scenic or picturesque attractions. I do not suppose any one would give more than £1 an acre for this sandy part [indicating on map].

269. What about the northern part, just to the north of Subdivision 2?—That is very similar to this part [indicating it]. It is very good, but it gets swampy and sandy. It is very good sheep country; but all these lagoons and sands are valueless. I only pretend to have a general knowledge of this block. No. 10 was a good section, but sandy.

270. Do you know the top part of No. 3?—I have not been over it. I have only a general knowledge from hearing about it. I cannot pretend to any special knowledge.

271. Mr. John McDonald put the value of No. 14 down, some at £7 and some at £8 per acre?—He said he thought it was about the same value as the State farm.

272. Just about the value of the land that Mr. Stevens's brother sold?—Every one admits that that was a phenomenal sale. I had a block of land at Kereru, and my sons had actually spent £6,000 on it, and then they would have been willing to sell it at £8 per acre; and they could not get it, although I was offered £10 an acre for the 1,000 acres before a stick was cut. My sons could not get that now. They have leased it.

273. *Mr. Stevens.*] You said before the bar of the House that the reason you had taken up Kemp's case was because Warena Hunia wanted to rob the people of their ancestral homes?—Did I use that expression?

274. Well, to deprive them of their ancestral homes?—I said so figuratively.

275. Where were their ancestral homes situated?—On the banks of the Hokio, near the Horowhenua Lake.

276. On the western side of the Horowhenua Lake?—On the north-western side. I could not locate them particularly. I have always argued that the lake was the inheritance of the tribe.

277. In reply to the Chairman, you said that all this land [indicated] was uninhabited, and that no one occupied any part of it. How is it possible that Warena Hunia could have attempted to deprive these people of their ancestral homes if they had no homes on that part of the land which Warena claims as his own, and claims a right to part with to the Government? Can you point out where there is any cultivation on any part of the land which Warena sold to the Government?—I could not indicate any. When I said that the effect of Warena's proceedings was to deprive the tribe of their ancestral homes, I spoke generally, and I referred to the block on which they had been born and lived all their lives, and on which their burial-places and cultivations were situated. I felt that the effect of his action was to deprive the people of their inheritance. I was not referring to any particular part, but to the whole of No. 11, which I contended had been reserved as a residential block.

278. Then, your statement before the bar of the House on that occasion was merely your surmise? You had no evidence that there was any such intention on Warena's part?—As a matter of fact, I urged that in the Supreme Court, and got a judgment upon it, when Warena was defeated. If he had not been defeated the tribe would have been deprived of their homes by the two chiefs, and they would only have given what they liked.

279. They would have been deprived of their homes by Kemp, not by Warena?—I say by one of them. The fact was that Kemp all through contended that he was nothing but a trustee, and

wanted to give the land back; whereas his co-trustee said, "No, I shall keep the land, and give them a piece."

280. That was after Kemp had been asked to render an account of his stewardship?—I do not know; from that time Warena made up his mind that he would stick to the land notwithstanding the operation of the Land Act of 1886.

281. *Mr. Fraser.*] As a matter of fact, Kemp had been told to give an account of his stewardship before you got the deed of release?—Yes; the action is still pending; it has never been prosecuted.

282. There are a large number of names attached to that deed of release which are also in the certificate of 1873, and their successors?—I believe they are all in the certificate or their successors; there may be two or three of the *rerewaho* left who would not be in the certificate.

JOHN BROUGHTON examined.

283. *The Chairman.*] You are a member of the Muaupoko Tribe?—Yes.

284. You wish to make some statement—you can tell us anything you wish to say?—I would like to be led by the Court regarding the subdivision of 1886.

285. What can you tell us about the Court of 1886?—I was there at all the meetings. All the subdivisions were agreed to before they were taken into Court.

286. Who were at this meeting?—The whole tribe. Block 10 was awarded to Kemp; and in Subdivision 2, as has been already explained by Mr. McDonald, we were to get one section in every ten; in Subdivision 3 the Natives were each to have 105 acres—they are not in dispute. There is no dispute about No. 5; No. 6 is called the *rerewaho*. At the meeting to find out who were the owners, I think it took us four or five hours to get the names; and we got about 143 or 150 who had children. It was submitted to Kemp, I think. I did not seek the list. No. 9 was cut off before these blocks for the Ngatiraukawa, and they would not accept it.

287. *Sir W. Buller.*] Do you mean cut off inside the Court or outside?—We arranged it outside and it was taken inside—into the Court. I think Neville Nicholson objected to the locality; that was held over and No. 9 was substituted for it. It was arranged that Kemp should hold No. 11 for the benefit of those who were living on the land. He had already given land to outsiders, the remainder was for the people who were living on the land.

288. *The Chairman.*] Living there in 1886?—Yes; he was to hold it in trust for whom he liked, as he said here in Court—"for those he liked to put in." It was clearly understood that Kemp was to hold it in trust for those who were living on the land—*ahikas*.

288a. None of the others were to have rights there at all?—None.

289. That would cut off all the rest of the tribe from the Hokio eel-weirs?—The Horowhenua Lake was reserved a chain on each side for fishing purposes, and for preventing the Europeans from disturbing the lake and the Hokio Stream. I see it is not marked on the map, but there is a chain reserved on each side of the bank, and Waiwiri is reserved in the same way, and also the other places and lagoon near the sea coast. Rakauhamama and another were reserved for the benefit of the tribe as well; but they are not marked on the map. There are only two marked—Horowhenua and Waiwiri. When we went into the Court about No. 11 Wirihana Hunia was sitting alongside of Mr. Palmerston, helping to take the Court orders as they were passed by the Court. Kemp or McDonald put in his younger brother with Kemp, and Kemp said a few words. I do not know exactly what they were. I know, however, that Judge Wilson adjourned the Court for five minutes. I thought it was not right, and that he had not given them much time to decide a knotty point like that. What transpired in the room they went into I could not say, as I did not go in.

290. The result of it was that it was put in the two names of Kemp and Hunia?—Yes; I thought at the time as trustee for the tribe. My uncle has got No. 12; that is vested in my uncle in his own right. I understood that he was holding it in trust at the time, but he wanted the whole lot. There were three or four who wanted to be trustees of No. 11—Te Rangi Mirehau, Noa te Whata, and my uncle Ihaia—but Kemp would not agree to it. Kemp has submitted a list as the owners of No. 11. Let them prove their rights and come to the Court, as he has admitted the trust.

291. *Sir W. Buller.*] You signed the deed of release and confirmation?—I did.

292. And you perfectly understood the effect of that deed, that it discharged Major Kemp from any liability. Will you state what you thought the deed meant?—When I came down to sign it I thought I had to sign a petition to go before Parliament, and not thinking at the time that I was giving them a release of this 800 acres. I did not know that was in dispute.

293. But the deed was read over to you in Maori?—You were reading out the whole lot. I signed it notwithstanding, and I will abide by it. But I was not at the meeting over that matter.

294. *Mr. Stevens.*] Do you say that you understood you were signing a petition to Parliament?—I thought I was going to sign it (that was No. 11). After I came down I thought it was a fresh petition, but I found out afterwards.

295. Before you signed it?—(No answer).

296. Did you know at the time what you were signing?—No.

297. *Sir W. Buller.*] I thought you had more intelligence. You never told me that you had signed under a misapprehension?—No.

298. *Mr. McDonald.*] You say that No. 14 was arranged for for the Ngatiraukawa outside the Court?—Yes.

299. Was it then taken into the Court and proposed as a partition for Ngatiraukawa?—I am quite positive of that.

300. That it was taken into Court under a specified certain agreement made by Major Kemp and Sir Donald McLean?—That was what I heard. Neville Nicholson repeatedly got up, and was ordered down by the Judge, as he had no say in the matter, not being in the certificate of title.

301. And you deny the statement made by Rangī Mairehau, Makere, and Kerehi Tomo, that it was for Major Kemp to say who were to go on this land and who were not?—Yes; I do deny it.

302. Can you give any explanation as to why they said so?—I could not take upon myself to give the reasons; I am not in their confidence.

303. You deny that it was understood in 1886 that it should be so?—Yes.

304. Were you at the Court of 1890?—Yes.

305. Was it understood there that it would be for Major Kemp?—I do not think the matter was brought up in the Court in 1890.

306. *Mr. Stevens.*] Did you say you have signed this deed of release releasing Major Kemp from all his liabilities?—I have.

307. With regard to Block 14, would you consider that you had an interest or a right in Block 14 if it had come back to the tribe?—Yes, I am sure of it.

308. Was there any arrangement made at any meeting by which that block was handed over to Major Kemp for himself alone?—None whatever.

309. Therefore, what is your opinion now as to whom the block belongs to?—The tribe.

310. Which tribe?—The whole tribe.

311. *Mr. Fraser.*] When the deed of release was brought to this district had you or your uncles any knowledge of what sums Kemp had received in connection with the whole of this block?—I do not think so.

312. Are you perfectly clear when you say you signed the deed and did not know what you were signing?—I do not know. Now I have signed it I will abide by it.

313. *Sir W. Buller.*] You admit it was read over?—You were reading it.

314. *Mr. Fraser.*] Would you have understood it if you had heard it all?—It was in English; I would have understood it.

315. Can you tell the Commission, with regard to No. 14, what order it was taken in in the Partition Court of 1886?—I think it was after the township.

316. And the railway was the first one?—Yes; then the township, and then, I think, No. 14, which was objected to by Neville Nicholson.

317. If they had not objected to No. 14, No. 9 would have come on subsequently?—No.

318. And No. 9 would have been in No. 11?—Yes.

319. And No. 11 was for the residential people?—Yes.

320. Consequently, as No. 9 was taken in place of No. 14, do you not consider that the residential people should be put into No. 14?—Yes. That division (No. 14) started from the railway up, because I was at the survey of nearly all this Papaitonga Block; I helped to survey it.

321. Why was it moved down?—There was not sufficient land for the *rerewaho* up at the top.

322. And the first division made out was not at Waiwiri at all?—No.

323. When the Partition Court of 1886 was on, what did you and your tribe understand was the position of No. 14?—The same as the others. We all understood that Kemp held it in trust only for us. I heard in 1889 from Hoani Taipua that it was not so.

324. Did you know before leaving the Court of 1886 that the Whatanui had decided to take Subdivision 9?—Yes; they wanted it close to their homes, burial-places, and cultivations.

325. And you understood when you left the Court that No. 14 was held in trust by Kemp for the tribe?—Yes.

326. *The Chairman.*] Do you remember, when No. 14 was talked about, if No. 9 was fixed for Whatanui?—No.

WEDNESDAY, 22ND APRIL, 1896.

Sir WALTER BULLER re-examined.

Sir W. Buller.] I wish to add this to my evidence already given. This letter signed by Mr. Edwards was given to me to produce to the Chairman of the Native Affairs Committee. [Letter produced, dated the 24th October, 1895—W. B. Edwards to the Chairman, Native Affairs Committee; marked "A.W."]

THURSDAY, 23RD APRIL, 1896.

RANGI MAIREHAU re-examined.

1. *Sir W. Buller.*] There is now one vacancy in the list of forty-four, and the Court wants to fill it up, and you apply to have the name of Pehira Tuwharetoa put in?—Yes.

2. I want you to justify the claim you have put forward for Pehira. Why do you ask to have the name out in for No. 6 of *rerewaho*?—That is my younger brother.

3. Where was he born?—At Horowhenua.

4. And he is still living?—Yes; he is at Wanganui now.

5. What age was he at the time of the Court of 1873?—He was grown up.

6. Had he taken a wife at that time?—Yes, some of his children were here; he was left out of the certificate of 1876.

7. Was he left out by mistake or purposely?—Yes, like some others who were left out, by mistake.

8. Is he then an *ahika* (permanent resident) to Tuturu?—Yes.

9. Therefore you ask the Chairman to put his name in the list as a *rerewaho* for Block No. 6?—Yes.

10. *The Chairman.*] Where was he married?—To a Wanganui woman.

11. Before or after 1873?—After 1873.

12. Where was he living when the Court was held in 1873?—Here.

13. Was he present at the Court of 1873?—Yes.
14. How old was he then?—He had a beard.
15. Was he present at the meeting of the tribe, held about the time of the Court of 1873 in Foxton?—Yes.
16. Why did he not look to his own interests and see that his name was put in?—We were betrayed by the others; we were only two against all the others.
17. Can you give any reason why the man is not here to support his own claim now, if he thinks he is justified?—I am here to speak for him. There are some relatives of ours outside now. I am his elder brother, and I am here to speak for him.
18. Where are his children?—They are at Wanganui at present; they have just gone away from here.
19. And his home is at Wanganui?—His principal residence is here.
20. Where is his whare?—His house is broken, destroyed.
- 20A. Where did his house stand?—At the pa where we now live.
21. *Mr. Stevens.*] Why was your brother's name not put into the list of 1873 by Major Kemp; he was present, and you were all there? Do not you know the names of those left out at that time?—They have been called the *rerewaho*, and he was one of those.
22. Why was not his name thought of at the Court of 1873, when the lease was being prepared?—It was thought of, but there was no arrangement made to put it in.
23. Because there were forty-four other persons who were more entitled;—was that not so?—I wanted the men put in who were residents.
24. But there were forty-four persons named in the list?—Yes.
25. *Mr. McDonald.*] This name of Pehira Tuwharetoa is a name given in by Major Kemp to this Commission. Was it at your request that this name was given in?—Yes.

HAKARIA (representative of Mary Teto) examined.

26. *Mr. Marshall.*] Who was your mother?—Meri Teto.
27. Who was she?—A Ngatipariri.
28. Where did your mother reside?—At Masterton.
29. Did she ever reside on the Horowhenua?—Yes, some time ago.
30. Was she alive at the time of the Court of 1886?—Yes.
31. When did she die?—Last winter, at Masterton.
32. Was her name in the original list of 1873?—I do not know.
33. How many children had she?—Seven.
34. Who claims to be the proper successors of their mother who is dead?—I claim to be the proper successor.

EPARAIMA TE PAKI examined.

35. *Mr. Marshall.*] Did you prepare a list of forty-four names, called now the *rerewaho*, in 1886?—Yes; I wrote the list for No. 6 in 1886.
36. Who dictated those names, and how were they arrived at?—All the Muaupoko; the elders of the Muaupoko were present.
37. Was the name of Meri Teto in it?—Yes; I wrote her name down in the presence of all.
38. Was there any objection to it?—No.

WINARATE RAORAO, examined.

39. *Sir W. Buller.*] You claim to put in the name of Pere Korena into this list of Block No. 6?—Yes.
40. Will you tell the Commission who Pere Korena is?—He is a child of Enika's.
41. How old is Pere?—I do not know; he was alive before 1873.
42. How old was he at the time of the Court of 1873?—He was a good age; he is gray-headed now.
43. Do you know where he was born?—At Manawatu.
44. Why do you claim for him; do you say he is an *ahika* of Horowhenua or not?—Yes.
45. When did he live at Horowhenua?—He was born at Manawatu, and he was brought up here.
46. And has lived at Horowhenua all his life?—Yes.
47. Where is Pere now?—He has gone to fetch his wife to Horowhenua.
48. Were you at the meeting at Foxton at the Court of 1873?—Yes.
49. *Mr. Marshall.*] What relation are you to Pere?—He is my nephew, my sister's child.
50. Were his parents put in the original title in 1873?—No; his mother died before 1873.
51. And his father?—He was an American.
52. Were you present at the Court in 1886?—No.
53. Was Pere there to your knowledge?—I think not.
54. Was he grown up at the time?—Yes; quite.
55. You heard there was a list settled of the chiefs of Muaupoko, can you account for Pere's name not being there?—It was because her relatives were not there, therefore he was left out.
56. Whom did Pere marry?—A European woman.
57. Did she live with him at Horowhenua?—He committed adultery, and they sent him away.
58. He lives away now?—Yes.

KEREHI TOMU re-examined.

59. *Mr. McDonald.*] Do you know a person called Hori Wirihana?—Yes.
60. Has he any claim on the Horowhenua Block?—Yes.
61. What is the nature of his right?—He permanently belonged to the land.

62. Was he the son of your elder brother?—Yes.
 63. Was he born before 1873?—He was born in 1872.
 64. Where was he born?—At Horowhenua.
 65. His father and mother lived at Horowhenua?—Yes; their permanent occupation was there.
 66. Is he now alive?—He is here himself.
 67. Has he always resided at Horowhenua?—Yes; from the time he was born up to now he has not been away.
 68. How did it happen that he was not included in the list of 1886?—He was forgotten.
 69. But you say now that he ought to participate in this land?—Yes.
 70. You are yourself one of the principal owners in Horowhenua?—Yes.

HORI WIRIHANA examined.

71. *Mr. McDonald.*] Do you claim to having a right to Horowhenua yourself?—Yes, I have a claim there.
 72. Is that your own child that you have in your arms?—Yes.

HOANI PUIHI re-examined.

73. *Mr. McDonald.*] Do you know a person of the name of Mata Pere Ngatuere?—Yes.
 74. Is that person present here in Court?—No.
 75. Was she born before 1873?—Yes, a long time before.
 76. Had she any right to Horowhenua?—Yes.
 77. What was the nature of her right?—The land from myself.
 78. Are you her representative? Do you keep her fires alight on Horowhenua?—Yes, I and her mother.
 79. Did she marry before she died?—Yes.
 80. Where did her husband reside?—In Wairarapa.
 81. Did she go from this block to be married to that man?—Yes.
 82. Where was she born?—At Arapawa.
 83. Had she lived on the Horowhenua any length of time before she married?—Yes; in her childhood she came there, and remained until she married.
 84. You now say she had a right to participate in this block?—Yes.
 85. Who was her mother?—She was my sister.

MAKERE TE ROU re-examined.

86. *Mr. McDonald.*] Do you know Tiripa te Raiure?—Yes.
 87. Was she born before 1873?—A long time before.
 88. Is she alive now?—Yes.
 89. Where is she?—At Manawatu.
 90. Is she married there?—Yes, to Hoani Meihana.
 91. Recently?—Yes; after the death of her former husband she lately married him.
 92. Had she lived on Horowhenua previous to her marriage?—No.
 93. She never lived there?—No.
 94. Do you say she has any right on Horewhenua?—No, she has no claim at all.

HEMA HEMARE examined:

95. *Mr. McDonald.*] Do you know a person called Mere Totoi?—Yes.
 96. Was she born before 1873?—Yes, a long time before.
 97. Is she still alive?—She is dead.
 98. Had she lived at Horowhenua previous to her death?—I heard so.
 99. Did you see her?—I saw her here, but I did not know of her living here previously.
 100. Where did she live previously?—In Wairarapa.
 101. Was she married to any person there?—Yes.
 102. Did she go from Horowhenua to be married to that person?—I heard so.
 103. Can you tell me the names of any of her relatives?—Kerehi Tomu and others.
 104. Was she much older than yourself?—Yes; her children are older than I am.

KEREHI TOMU re-examined.

105. *Mr. McDonald.*] Do you know a person named Mere Totoi?—Yes.
 106. Had she, in your opinion, any right to participate in Horowhenua—in this land of Horowhenua?—She has, through being a relative of mine. She married a man in Wairarapa. She was born there, and has remained there ever since; her father was married there.
 107. Did her mother go from Horowhenua to be married?—No, she left here when she was very little. She lived and married in Wairarapa, and did not come back.
 108. Do you say she has a right or no right to this block?—Through me she has a right.
 109. *Sir W. Buller.*] Would you call her *ahika* or not?—I could not say so.

RORA KORAKO examined.

110. *Mr. McDonald.*] Do you know a person named Piki Huia Morea?—Yes.
 111. She was a sister of Taitoko Kiteuruotiu?—Yes.
 112. He has been admitted as having a right in No. 6?—Yes.
 113. Had Piki the same right as her brother?—Yes.
 114. Did she live on this land?—No.

115. Where was she born?—In Manawatu.

116. Did she live on Horowhenua at all?—Yes, when she came here; and then she went back to Manawatu.

117. Did she ever marry?—Yes.

118. Where did she marry?—At Manawatu.

119. Did she ever come back to Horowhenua?—No.

120. *Sir W. Buller.*] Would you call her *ahika*?—I am the *ahika*.

EMIRI NGAHAKAWA examined.

121. *Mr. McDonald.*] You are the mother of Piki Huia?—Yes.

122. Did you yourself ever live at Horowhenua?—No.

123. Did your daughter ever live at Horowhenua?—No; but my son did.

124. Who was your son?—Taitoko.

125. Taitoko has been admitted to No. 6; do you say that Piki had the same right as he?—Yes.

TE PUKE examined.

126. *Mr. McDonald.*] Do you know Ramari?—Yes, she is my sister.

127. What age is she now?—I do not know.

128. Was she born before 1873?—Yes.

129. Has she any right on this land?—Yes.

130. What is her right?—From ancestry and residence.

131. Is she alive?—No.

132. Did she marry?—No.

133. Had she the same right as yourself?—Yes.

134. Where was she born?—I am not certain; she died at Horowhenua.

135. What age was she when she died?—She was a great age.

136. *Sir W. Buller.*] Did she die before or after the Court at Palmerston in 1886?—Before, not very long before.

137. *Mr. McDonald.*] Had you another sister, Ngaronga-o-Taitoko?—Yes, she was the younger of the two.

138. Did she live at Horowhenua?—Yes, she died there.

139. I understand she was born during the sitting of the Court in 1873?—Yes.

140. Did she ever marry?—No.

141. Was she dead in 1886?—A little before.

PENE TE KARA examined.

142. *Mr. McDonald.*] You and your brother are both on the Horowhenua list?—No. 3?—Yes.

143. Your sister has been admitted to No. 6?—Yes.

144. Tami Tikera, was he your own brother?—Yes.

145. Did he ever himself live at Horowhenua?—For a short time.

146. What age was he when he lived here?—About thirty.

146A. Had he lived from childhood here?—No; he came and lived here a short time, and went away again, and has not been here until three years ago.

147. Do you claim that he has the same right in Horowhenua as yourself?—Yes, according to my mother's rights.

148. His name has not been proposed to be put in No. 6 list?—No.

149. Why?—Because at the time we never heard where he was for some years.

150. Did you assert his right to be included in the supplementary list?—Yes, in right of his mother.

151. Not from personal occupation of the land?—No.

HEMA HENARA examined.

152. *Mr. McDonald.*] Do you know a person called Reni Korama?—Yes; she is my half-sister.

153. Is she alive now?—Yes, she is alive here.

154. Is she older than you?—Very much older.

155. Has she lived at Horowhenua always?—Yes.

156. Did she ever marry?—She has had two husbands—one a European, who is dead; she then married a Native.

157. Where was she born?—I cannot tell.

158. Where did she live with her Pakeha husband?—At Otaki.

159. Where did she live with her Maori husband?—At Horowhenua—her house is still standing. She is a permanent resident.

WINERA TE RAORAO examined.

160. *Mr. McDonald.*] Do you know Peni Korama?—Yes.

161. Who was he?—He was a man.

162. Has he relations here now?—Yes; we are his relations.

163. Was he born before 1873?—Yes.

164. Is he still alive?—Yes.

165. Has he lived at Horowhenua?—He did.

166. And had a house there?—Yes.

167. Did you know where he was born?—At Manawatu.

168. How old was he when he came here to live?—He was a child.

169. Is he older than you?—Yes.

170. Was he born in the troublesome times of Te Rauparaha?—No; after that.
 170A. Has he resided at Horowhenua since he came?—He and his mother.
 171. Do you know Periha Wharetoa?—Yes.
 172. Was he born before 1873?—Yes, a long time before; but I do not know when.
 173. Is he still alive?—Yes.
 174. Is he a very old man now?—Yes, he is.
 175. Is he about here just now?—No, he is at Wanganui.
 176. When did he go there?—Before 1886.
 177. Did he not come back since then?—He has been back since then, but he has gone back again.
 178. Does his wife belong to Wanganui?—Yes.
 179. He lives there with her?—Yes.
 180. Where did he go from for his wife?—From here.
 181. Was that after the Court of 1873 or before?—It was after 1873.
 182. *Sir W. Buller.*] Are you not aware that Pehira was one of those who signed the lease to Hector McDonald when Whatanui and the Muaupoko joined in the lease?—Yes.

MOHI RANGI MAURIORA examined.

183. *Mr. McDonald.*] Did you know Rahira Arahia?—Yes.
 184. Was she born before 1873?—She was born in 1864.
 185. Has she lived at Horowhenua?—No.
 186. Then, what do you say is her right here?—Through Raniera.

HOANI PUIHI re-examined.

187. *Mr. McDonald.*] Do you know Hoani Mahuika?—Yes; he is an elder relative of Kemp's.
 188. Has he ever lived at Horowhenua?—No.
 189. Has he any right in Horowhenua at all?—He has claims; but he is not resident.

JOHN BROUGHTON re-examined.

[Witness put in particulars of trust account.]

190. *The Chairman.*] This is the agreement under which the trust account has been paid?—Yes.
 191. Who drew up the agreement?—Hector McDonald.
 192. In whose name was the account opened?—Myself, Hema Henare, at the Bank of Australasia, in Otaki.
 193. I see the account was to be opened in three names. One was left out: was that not for the purpose of convenience?—Yes.

THURSDAY, 23RD APRIL, 1896.

JOHN BROUGHTON re-examined.

[List of owners of Block No. 11. First name Meiha Keepa (Major Kemp).]

194. *The Chairman.*] Are there any objections to this name?—I object, on the ground that Kemp has already had more than sufficient.
 195. You admit that if he had not had any land, he would be entitled?—Yes; I also object to Tauwhata Tamatea's name going in this list. He has had his portion already in the *patakas*.

TE RANGI MAIREHAU re-examined.

196. *Sir W. Buller.*] In this list passed by the Muaupoko, and handed in by me to the Court, there is the name of Tauwhata Tamatea. Why did the tribe put his name in?—It was not the tribe; it was Kemp.
 197. And you think the name ought to be taken out?—Yes.
 198. On the ground that he is not an *ahika*?—Yes. [Name struck out.]
 199. Is Meretina Tohu an *ahika*?—No. [Mr. Broughton objected to this name. Name struck out.]

Sir W. Buller: I ask to have the name of Hori Muruahi put in, which has been left out in mistake. [Paki Te Hunga objected to this name and also to Honi Tupou.]

PAKI TE HUNGA examined.

200. *The Chairman.*] Why do you object? I am speaking about the two brothers Hori Muruahi and Honi Tupou?—Those men are in Taranaki, and have not been permanent residents on the land, but their elder brother, Whata Muruahi, has been here for some time. Those men are still residing in Taranaki, and that is my reason for not wishing them put in the list. There are nearer relatives more entitled to it.

KEREHU TOMO re-examined.

201. *Sir W. Buller.*] In your opinion should Hori Muruahi be in this list or not?—Yes.
 202. Is he *ahika*?—Yes; his fires are alight now.
 203. He is only away for a time, and comes back again?—He is not coming back; his elder brethren are here.
 204. Has he the same right to be in as Porana, who was passed without challenge?—Yes.
 205. Is he living at Horowhenua?—He is represented by his brethren. He is at Wharekauri, Chatham Islands.

206. How can you say he is *ahika* if he is not here?—Through his brethren.
 207. Has Porana ever lived on the block?—Yes; and his children are here.
 208. But Hori has no children here?—No; and no wife. [Hori Muruahi struck out.]

RARAKU HUNIA.

Sir W. Buller: My objection to the name of Raraku Hunia is that she is not in the original certificate of title. It is admitted that she was among those who were apparently forgotten in 1873. She was not in the title of 1873, and I submit she cannot now be put into Block 11. She is one of those for whom special provision has been made in Block 6, such provision, as I contend, being an act of grace, and a very proper act on the part of the tribe, and she is entitled now to a full share of Subdivision No. 6, a list of which has been passed. Further, if we are to open the door to wholesale admission, what is there to prevent the descendants of Whatanui saying, "Provision has been made for us, and we are coming in again."

Mr. Marshall: It seems to be the fact that these people were by some accident forgotten at the time the list was prepared in 1873, and this should not militate against their receiving an equal amount of land as much as those not overlooked, seeing that they have the same or greater rights. It may be argued that, in receiving a share in No. 6, they would receive too much if they received a further share in No. 11, but still it is quite within the bounds of the Commission to report. If, on the other hand, they had not received sufficient, I submit the Commission would report that they are entitled to some of No. 11 to make up the amount they would have received in 1873. As far as Raraku is concerned in respect to No. 11, her home is there, her house is there, and she has lived all her life there; and I submit it would be unjust under the circumstances to reject her name. The same thing would apply to some of the lists submitted by *Sir Walter Buller*; that is to say, that *Kemp* put his own daughter into No. 3, and she is also in the list for No. 11. No objection has been made by our side to that, and the same thing would apply to Raraku and other members of Hunia's family. It has been suggested and contended by *Mr. Stevens* that his client is entitled to a very large share of land, and my contention is that is correct; but the other members of the family are entitled also to a general share in No. 11 if the 105 acres awarded to them in No. 6 is inadequate.

TE RANGI MAIREHU re-examined.

209. *Sir W. Buller*.] *Mr. Stevens* has put in the name of Raraku Hunia as one who should come into Subdivision 11. *Mr. Stevens* says he only claims for the southern portion; but if the Commission agrees to put her in at all they may put her into the whole. I have objected to Raraku in the name of the tribe because she was not in the list of 1873. What have you to say?—Leave Raraku's name out.

210. The intention of the tribe in giving No. 6 to the *rerewaho* was to make full provision, and for them not to come back into the tribe?—That was so.

211. Speaking as a representative chief, do you consider that she is sufficiently provided for in No. 6?—Yes.

212. *Mr. Stevens*.—Who was Raraku's mother?—Hereiora.

213. To which tribe or hapu did she belong?—She came from Horowhenua. She was a daughter of Taueki.

214. Was she *tino ahika* on the block?—Yes.

215. Who was her father?—Kawana Hunia.

216. Do you object to her name being put in the *rerewaho*?—No; I put her in the list, but I object to her going into another place, for the others have not been put in.

217. Why did you put her in the *rerewaho*?—I have already stated, because she was a permanent resident.

218. Surely you wish to give her an equal right in Block 6 with those persons who had 105 acres in No. 3?—Yes; I wish them to be in this block.

219. You have said it was you who put her in the list of *rerewaho*, and that she is an *ahiki*, having an equal right with those who received 105 acres in No. 3?—Yes, I have said so.

220. *Mr. Marshall*.] Has she any cultivations or house on No. 11?—Yes, she has a house there.

221. How long has she lived there?—I do not know.

222. All her life?—Yes.

223. Do you wish to turn her out of her house and cultivations?—I am not on the land.

224. Do you desire that she should retire and leave her house and cultivations?—It is not that I wish that, but she has been put upon this block, and let her reside there.

225. Do you desire that she should retain her cultivations and house?—I do not know about that. I have not decided.

226. Do the house and cultivations belong to her?—I have said yes, the house and cultivations are hers.

227. *Mr. McDonald*.] Do you consider that your right is anything like equal to Raraku's right anywhere in that block?—I laugh at you now. You have asked who are the right owners and who are the wrongful ones. These people you are shutting off the land have the greater right to it.

228. You say, now that Raraku has been put into No. 6, let her stop there?—Because we have not yet had our lands apportioned to us.

229. Raraku has as good a right as any one could have in any part of Horowhenua; is that not so—from her father and her grandfather, and from having been born on the land and lived there all her life?—Your questions are lies.

NAKERE TE ROU re-examined.

230. *Sir W. Buller*.] Haoani Nahua was one of the *rerewaho*?—Yes.

231. Mr. Stevens wants to put her into No. 11. I object. What do you say?—He is to be in the whole list for No. 11. The people are to be brought back on the land, including the *ahika*—that is, the people in the certificate.

KEREHI TOMU re-examined.

232. *Sir W. Buller.*] What is your opinion with regard to all the *rerewaho*? Should they be admitted to No. 11?—Yes.

233. You say so because they are all *ahika*?—Yes; they are the men to whom the land belongs.

HOANI PUIHI re-examined.

234. *Mr. Stevens.*] You know Kaewa Puihi?—Yes; she is my daughter.

235. What was her mother's name?—Hariata.

236. Where was she born?—At Horowhenua.

237. Where was Kaewa born?—Here.

238. When?—A little after 1873.

239. Does she reside here now?—She is married, and has just left for Rangitikei.

240. Had she till recently her house and cultivations here?—Yes.

241. Is she the wife of Eparaima Puke?—Yes.

242. *Sir W. Buller.*] I understand you to say that she was born after the Court of 1873?—Yes.

243. *Mr. Stevens.*] Do you know Hapeta Whakamaiuru?—Yes, I know him.

244. Where does he reside?—At Wairarapa.

245. Where was he born?—At Wairarapa.

246. Where was his father born?—At Wairarapa.

247. Where was his mother born?—At Wairarapa.

248. Were his father and Te Hakeke friendly?—Yes.

249. Did he not come to the Court of 1873, and render Kawana great assistance in the matter of conducting the business in the Court?—Yes.

250. He came and gave Kawana all possible assistance in endeavouring to prevent the Ngati-raukawa from taking this land?—Yes, that is so.

251. *Mr. McDonald.*] If he came to render assistance previous to 1872, why was he not put into the list of 1873?—His mother was put in.

252. Do you think that her son Hapeta has any right now to be put into this land?—The reason why I do not assent to it is that his fires are not alight.

253. *Sir W. Buller.*] To what tribe does this man belong?—Ngatikahungunu; partly to Ngatipariri.

254. *Mr. Stevens.*] Ngatipariri are resident owners in the block?—Yes.

PAKI TE HUNGA re-examined.

255. *Mr. Stevens.*] Do you know Te Ao Kehumarekana?—Yes.

256. Who is he?—He is a son of mine.

257. How old is he?—About eighteen.

258. Where does he reside?—Wangaehu.

259. Where was he born?—Turakina.

260. You have a right here at Horowhenua?—I am a most permanent man.

261. Your house and cultivations are here?—Yes; my carts and horses, ploughs and everything.

262. *Sir W. Buller.*] Your son was born long after the Court of 1873?—Long after.

HOANI PUIHI re-examined.

263. *Mr. Stevens.*] Do you know Karaitiani Teturuki?—Yes.

264. How old is he?—He is very old.

265. Where was he born?—Wairarapa.

266. Where did his mother belong to?—Ngatikahungunu, and his father is there.

267. Did he not also render assistance to Kawana during the troubles with Horowhenua?—Yes, he did.

268. Do you know Te Kiriwe Parone?—I do know him.

269. Where was he born?—I do not know.

270. Where does his mother reside?—At Horowhenua.

271. To what tribe does she belong?—Ngaitahu.

272. Has her mother remained here permanently at Horowhenua?—She was born at Mohunua. He went from here to that woman, and they committed adultery, and the result of the connection was the mother of Kiriwe.

274. What became of the mother of Kiriwe?—She stayed at Mohunua.

275. With whom?—She stayed with her son.

276. Have you any objection to his name being put in?—Yes, I have.

277. Why do you object?—He ought to be in No. 9 with Ngatiraukawa.

WARENA HUNIA re-examined.

278. *Mr. Stevens.*] Do you know Hakaria Haratiera?—Yes.

279. Why have you put his name in your list?—He was one whom I fixed on in my mind to put in.

280. Is he an *ahika* in the Block?—Yes, in one way. I thought they ought all to go in because they all came under the name of Muaupoko. Wirihana would know the reason the names were put in.

281. It was suggested by the elders of Ngatipariri that these were the proper names, and when they were submitted to you, you agreed to give the land to them?—Yes.

282. *Sir W. Buller.*] You yourself know of no occupation rights on this land?—No, I do not.

RANGI MAIREHAU re-examined.

283. *Sir W. Buller.*] You have heard the name of Hakaria Haratea. Do you admit that claim on his part to Horowhenua?—No; I object to it.

284. On the ground that he has no *ahika*, and has never had any place in any of the lists?—Yes; he is not in any of the lists.

285. Have you ever heard where Hakaria was born?—I heard he was born in Wairarapa.

286. What tribe does he belong to?—To Hamoa.

287. Has he been a permanent resident of Wairarapa always?—Yes.

288. *Mr. Stevens.*] Do you know Mete Kingi?—Yes.

289. Was he born before or after the Court of 1873?—Afterwards.

MAKERE TE ROU examined.

290. *Mr. McDonald.*] Do you know a person called Mere Mionga?—Yes.

291. She was in the list of 1873?—Yes.

292. And she was also in the list for No. 3 Block—105 acres?—Yes.

293. Had Mere Mionga any residence in Horowhenua?—When Jeremiah, her husband, died she was sent for by her relatives and brought here. Her husband died at Turakina.

294. When her husband died her brother brought her to Horowhenua?—Yes, to live here; but she did not take to living here, and went back and died.

295. Did she ever have a house on this land?—No house or plantation.

296. Was it before or after the Court of 1873 that she was brought here?—Before. She only stayed here a few months; then she went away, and she died away.

297. Then, you do not admit her as an *ahika* for Block 11?—No; she has got her share.

298. Do you know Ruihi Wuunu?—Yes; she was a daughter of Mere Mionga.

299. Has Ruihi Wuunu ever lived here?—No; she only came here on visits. She has no house here.

300. *Sir W. Buller.*] To what tribe does Ruihi Wuunu belong?—To Ngatiapa.

301. *Mr. McDonald.*] You know Heni Haimona te Iki?—Yes; she is my elder sister. She has no house here, and never had. I am her house.

RUIHI WUUNU examined.

302. *Mr. McDonald.*] You heard the evidence just given by Makere te Rou?—Yes.

303. Have you any objection to make to that evidence?—I deny her statement.

304. *The Chairman.*] Where is your house on this land?—I have no house on this land. I belong to the Muaupoko and Ngatiapa. I was born at Rangitikei, and my home is there, and at Turakina and Wangaehu. I am married. Tu Wuunu is my husband, and he belongs to Ngatiapa and Ngawaieke. I want to speak about the claims of my mother, Mere Wuunu. That is my house on this land, as my mother comes from this tribe and not from Ngatiapa.

305. *Mr. McDonald.*] Do you know Arihia Toitoti?—Yes; she is daughter of Mere Wuunu.

306. Is her claim the same as your own and sister's?—Yes.

MAKERE TE ROU re-examined.

307. *Mr. McDonald.*] Do you know a person called Hira te Rangitakoru?—Yes.

308. Is she a man or a woman?—A man.

309. Is his the same right as Ruihi Woon's?—Yes; he has no house or plantations.

PIRIHIRA HAUTAPU examined.

310. *Mr. McDonald.*] Do you know Meretene Whakaewa?—Yes; she is dead.

311. Do you live at Horowhenua?—Yes.

312. Had Meretene any residence in Horowhenua?—No.

313. She married Keripana at Rangitane, did she not?—Yes; she belonged also to here as well as Rangitane.

314. Where did Meretene come from to marry Kerepana?—I do not know; I was very young. She went from here.

315. Did she leave here before you can remember anything?—Yes; she used to come back again and go away again.

316. Have you any relatives who knew about her before you did?—Mata would know.

NGATAHI examined.

317. *Mr. McDonald.*] Your name in the list of Horowhenua is Taueki, but you are only known as Ngatahi?—Yes.

317A. You are the wife of Ihaia Taueki, and have lived all your life at Horowhenua?—Yes.

318. You are the principal woman of the Ngatipariri as well as of other hapus of the Muaupoko?—Yes.

319. Do you know this woman Meretene Whakaewa?—Yes.

320. Do you know where she went from to marry Kerepana?—She was brought by the elder Taueki from Wairarapa to Manawatu.

321. Did Meretene never reside at Horowhenua.

REHEPI TAMAKI examined.

322. *Mr. McDonald.*] Do you know Maaka Ngarongoro?—Yes; he is dead.
 323. Where did he die?—Turakina.
 324. Did he ever live at Horowhenua?—Yes; his mother was a sister of Tamati Manu.
 325. And Tamati Manu was a principal resident of Horowhenua?—Yes.
 326. Was Maaka Ngarangoro an elderly man or a young man when he died?—He was a very old man.
 327. You do not know whether he himself had ever lived at Horowhenua?—No; he married Harata at Rangitikei. That is all I have to say about him.
 328. Do you know Ani Patene?—Yes; but she cannot tell you anything.
 329. Do you know any reason why Maaka Ngarongoro should be put in the list for No. 11?—He comes from Ngatipariri.
 330. We want persons with residence—*ahika*?—Tamati Manu was my mother.
 331. Then, it is the constant residence with your uncle and aunt that constitutes your “occupation”?—Yes.
 332. Do you know Heni Wairangi?—Yes. She is a sister of Mark's. She is also dead, and left no children. She was a resident of Horowhenua, and married and died here. She died in 1873.
 333. *Sir W. Buller.*] Did she die before or after the Court of 1886?—Long before; soon after 1873.
 334. You are quite sure that she was alive when the Court sat in 1873?—Yes, but I cannot say positively.
 335. How old are you?—About forty-five.
 336. *Mr. McDonald.*] Were you at the Court of 1873, at Foxton?—Yes.
 337. Did you see Heni Wairangi there?—No; she was too ill to go to the Court; she lived a considerable time in that condition.
 338. *Sir W. Buller.*] You are not quite clear whether she did not die before the Court was over?—I think that when the Court ended she died—afterwards.
 339. You cannot offer any explanation of her name not being in the list of 1873?—I think she is in there.
 340. Who got the 105 acres awarded to this dead woman in 1886?—It was taken by Jane, daughter of Grace.
 341. What relation was she to the deceased?—A niece.

WINARA TE RAORAO re-examined.

342. *Mr. McDonald.*] Do you know a man called Turuki?—She was a woman.
 343. Had Turuki any permanent residence at Horowhenua?—Yes; she is an *ahika*. She died at Wangaehu; she went from Horowhenua to visit her adopted child, and died on that visit. She lived here previously to that, and had a house here.
 344. *Sir W. Buller.*] Where was Turuki born?—I cannot say, as I was too young at the time.
 345. Do you know who she married?—Murray was her first husband, from the Muaupoko. He died, and she married Jeremiah, of Muaupoko and Ngatahine.
 346. Did she live here permanently after that?—Yes.
 347. Then she was an *ahika*?—Yes.
 348. Had she a house?—She had a house when the lease of Horowhenua was made. She has left no children. I am one of her relatives. There are four of us.
 349. Where was she born?—Wangaehu. I had not sufficient money to bring her back here, so I buried her there.
 350. When did she die?—Just before the Court at Palmerston, in 1886.
 351. Who got the 105 acres awarded to her name at that Court?—It has not been adjudicated upon.
 352. Why have they delayed so long?—Rangi Mairehau sent in a claim to be gazetted, but it has not been heard.
 353. Can you tell us why that name was not put in the list you settled the other night with me?—I did not see the list. I was not there. I think I was at Rangitikei.
 354. *Mr. McDonald.*] Do you know Ria te Raikokiritia?—Yes.
 355. She is the wife of Hamuera Raikokiritia, now resident at Parawanui?—Yes.
 356. Where did she go from to marry Hamuera?—She went from here with her mother, Ruihi (Louisa.)
 357. Was Ruihi resident at Horowhenua previous to going to Parawanui?—Yes.
 358. Before Ria went to marry Hamuera, did she reside at Horowhenua?—Her mother did.
 359. Are you closely related to Ria?—I am a cousin.
 360. And do you assert that she has a right in No. 11?—Yes.
 361. *Sir W. Buller.*] Is her mother living still?—She is dead.
 362. When did she die?—Before 1873.
 363. And was it before 1873 that Ria went away to marry Hamuera and live in Rangitikei?—A long time before. I cannot say when.
 364. Had the mother of Ria a whare here or did she live with friends?—She had a house here.
 365. I thought the mother died a long time ago. Did Ria ever have a house in Horowhenua—No, the houses were ours.
 366. So that when she came here she came as a visitor to you?—Yes.
 367. She was not an *ahika*, but claimed because she had *tika*?—It was because of *tika*.
 368. It was not the *ahika* of her relations that brought her here?—Yes.

RAI RAIKOKIRITIA examined.

369. *Mr. McDonald.*] You are the wife of Hamuera?—Yes.
 370. Your present residence is at Parawanui?—Yes.
 371. Do you remember the Court of 1886, at Palmerston?—Yes.
 372. Do you remember on the occasion of a dispute as to the identity of a person of the Muau-poko people that you were selected to give evidence as to the man's identity?—Yes.
 373. And you identified him as the person he was represented to be?—Yes.
 374. Did you ever reside yourself at Horowhenua?—I did not reside myself at Horowhenua, but I went backwards and forwards to and from Horowhenua.
 375. Was your father or mother residing in Horowhenua?—Yes.
 376. Had they any other children but you?—Myself alone. I lived with my father and mother.
 377. Do you recollect residing here with your parents?—I cannot point the places out on the map my relatives resided at, but I can name them.
 378. Did you go from Horowhenua to marry your husband?—I was married very young.
 379. Where did your father die?—Rangitikei.
 380. Did your father leave Horowhenua and go with you to Rangitikei?—I left Parawanui to be married to my husband.
 381. Where were you married?—At Putiki, by the Rev. Mr. Salor.
 382. Did you not return to Horowhenua after that?—I used to come back with him every year for years. I came back year after year with Kawana Hunia, and when he died I came here and made my kainga here.
 383. Has not Warena Hunia put you into his list?—That is another hapu. I am Ngatihou.
 384. If Kerehi Tomo says you have no right, what is to be done then?—What will Kerehi Tomo say after that?
 385. *Sir W. Buller.*] Was not your father alive before 1873?—A long time.
 386. Can you remember when you married?—In 1849.
 387. Although you came here you never had a house after that?—My brothers made a house for me, but I had no house.

KEREHI TOMO re-examined.

388. *Mr. McDonald.*] You are the chief of Ngatihou, residing at Horowhenua?—Yes.
 389. You heard what Ria said that she was a member of that hapu?—Yes.
 390. Has she a right to that hapu or not?—She has that right; she has a right here as she belongs to that hapu.
 391. Has she a right to be admitted into No. 11?—Yes.
 392. You say that as chief of the hapu?—Yes.
 393. *The Chairman.*] Then her right must be an ancestral one and not a residential one?—It is an ancestral right, and also a right of her own as being here. She was born here.

THURSDAY, 30TH APRIL, 1896.

RANIERA TE WHATA re-examined.

1. *Mr. McDonald.*] Do you know Rahira Arahia?—Yes.
 2. Has he any right to be put into this land in Horowhenua?—Yes, from her ancestor down to now.
 3. Was she born before 1873?—Yes.
 4. Is she living now?—Yes.
 5. Where is she?—At Manawatu. When she was cut off she was angry and left here.
 6. Then Muaupoko did object to her?—Yes, Muaupoko objected to her because she left Ahia at Waiwiri.
 7. Has she ever lived on this land herself?—No, but her father did.
 8. Had her father a house on this land?—Yes.
 9. Did her mother die here, or did she go away?—No, she died here.
 10. So that it was after her mother's death that Rahira went away?—Yes.
 11. Is she an old woman now, or a young woman?—A young woman.
 12. Has she any children?—Yes.
 13. Who of the Muaupoko objected to Rahira?—I do not know; I was not here at the time.
 14. *Sir W. Buller.*] Was Arahia mother of Rahira, or great-grandmother?—She was her great-great-grandmother.

MAKERE TE ROU re-examined.

15. *Sir W. Buller.*] You say that Wirenui te Pai is entitled to come in as an *ahika*?—Yes.
 16. Has he lived on the land?—Yes.
 17. Where is he living now?—At Mokau.
 18. Has he gone away for good, or is he coming back?—He was coming back. He went away in consequence of ill-treating a woman.
 19. You say he is entitled to be let into No. 11 as *ahika*?—Yes.

RARAKU HUNIA re-examined.

20. *The Chairman.*] You wish to object to this man?—He is not entitled as an *ahika*.
 21. Why do you not want this particular man in?—He was brought up by Ngatimaniapoto, and lived over there, and did not live here; he never lived here.

MAKERE TE ROU re-examined.

22. *Sir W. Buller.*] Tai Teki Ti Ki Uri Otu is not an *ahika*?—No.

23. And therefore you do not admit his right to come into No. 11, although you put him into the *renewaho*?—No.

Hoani Puihi: Although he is in the *renewaho* he is entitled to be in as an *ahika* in No. 11. Why I say so is because he belongs to Kemp and myself and all the tribe. He has thus as much right as any of the others.

Makera te Rou: In reference to what he says, this man has no right to be on the land. His fires were never lighted. He never came here in consequence of his wife. Ngahuia Eruera is at Rangitikei. Her fires were never lighted here.

EPERAIMA PUKE re-examined.

24. *Mr. Morison.*] Who is this woman?—My sister.

25. Where was she born?—I think at Rangitikei.

26. Did she ever live on this land?—I cannot say.

27. Has she any claim as *ahika*?—Our father was on this land, and he has places there.

28. Was she never on it at all?—I cannot tell, because I was brought up by other people.

PAKI TE HUNGA re-examined.

29. *Mr. Marshall.*] Has your daughter any claim as an *ahika* on this land?—I am an *ahika* too. Her fires are lighted through me.

30. Has she ever lived on this land?—Yes, at Ataiawa.

31. For how long?—It does not matter for how long.

32. Where was she born?—Parawanui.

33. What was her age when she was first brought on this land?—She was very small.

34. But how long did she stay?—She came here with her father at the time of the building of Kupe, and after that she returned here also.

35. Did she live permanently here?—No, she went back again.

36. Where was she when she married?—Rangitikei.

37. Was she adopted by some one?—Yes, by her mother's relatives.

38. *Sir W. Buller.*] Was she adopted by Ngatiapa?—Yes.

39. And she married into that tribe?—Yes, with my consent.

MAKERE TE ROU re-examined.

41. *Sir W. Buller.*] You say that Te Ahuru is not an *ahika*?—No.

42. Do you know where he was born?—Wanganui.

43. His mother lived there?—Yes.

44. She went away to Wanganui?—She went away there and married Charles Broughton.

45. Did her children ever come on to this land at all?—No.

46. Then you say that although he is quite right to be in No. 6, he is not entitled to come into No. 11?—No.

Te Rangī Mairēhau: "I am for him and against him. What I have to say against him is this: What Makere has stated is correct. He remained away from here, and married a European, and his children were born away from here, and he never has been here to cultivate."

JOHN BROUGHTON re-examined.

47. *Mr. McDonald.*] Te Ahuru is your brother?—Yes.

48. Both of you are sons of Heriora?—Yes; she is a sister of Ihaia and a daughter of the original Taueki.

49. She has lived all her life on this land, except when she was with her husband?—Yes.

50. She died on this land?—No, she died at Wangaehu, and was buried there.

51. Has your brother Ahuru any land anywhere else except here?—No.

52. Has he any right to go anywhere?—No; we have have no land elsewhere but here, and never had, except the Broughton grant.

53. There is a very large family of you from Taueki?—Yes.

54. Do you know how many are admitted into this land?—Forty-seven.

55. Descended from the original Taueki?—Yes.

56. None of you have any other land anywhere except here?—No.

57. *Sir W. Buller.*] What is this Broughton grant?—It is land we got through the Government for services rendered by my father.

58. Your brother is entitled there?—He was. We have disposed of it.

59. Is it not a fact that Ahuru has been appointed successor to his father in Horowhenua?—Yes.

60. He comes in with the others in the list we have already passed?—Yes.

61. He is also in the *renewaho* by consent?—By his rights, not by consent.

62. *Mr. McDonald.*] This grant is to your father who was killed in the war?—Yes.

63. Are you still in possession of it?—No, it has been disposed of.

64. So that you are absolutely right in saying at present that your brother Ahuru has no land to go on except here?—Yes.

65. You are aware that Ihaia is the certificated owner of No. 12?—Yes.

66. And you are his nephew?—Yes.

67. Is he competent to come and give evidence?—No.

68. Do you know whether he has been consulted as to this matter?—No, I am almost sure he has not.

69. Do you yourself know what his idea is? Does he maintain that the land is his absolutely to put in whom he likes?—He knows that he holds it in trust for the people who are living on the land.

70. You are sure of that?—I am certain of it.

71. *The Chairman.*] What is his mental condition at present? He is very old, is he not?—Yes, he is grieving for his sister's death.

72. Can he see?—He is blind.

73. Is he deaf?—No, his hearing is all right; but you have to speak loudly.

74. Is his mental condition such that any evidence he could give would be worth anything?—I should not like to say.

75. He is aware that the Commission is sitting?—Yes, I think so.

RAWINIA IHAIA examined.

76. *The Chairman.*] You are the wife of Ihaia Taueki?—Yes.

76A. Does he know that the Commission is sitting?—I told him.

TE RANGI MAIREHAU re-examined.

77. *Sir W. Buller.*] To whom does Block No. 14—otherwise named Waiwiri—belong?—To Kemp.

78. Absolutely?—No; he has said that he has in his heart those whom he will put into the block.

79. He mentioned four names. Do you refer to these four—Raniera te Whata, Tamatea Tohu, Ngahuia, and Rahira?—Yes; but we want to wait until Kemp comes here, when he and the tribe will confer together about this block.

80. Kemp has stated that he inherited this land from his ancestors. Judge Wilson has stated to the Commissioners that, when the award was made to Kemp, it was given to him to do what he liked with—for himself absolutely. Do you agree with those statements of Kemp and Judge Wilson?—Yes.

81. *Mr. McDonald.*] This Horowhenua Block was awarded to Muaupoko in 1873?—Yes.

82. Subdivision 14 is part of this block?—Yes.

83. In 1886, the Muaupoko met at Palmerston for the purpose of dividing their land?—Yes.

84. This partition was made by the consent of the tribe?—Yes; Kemp divided it for the tribe.

85. And the tribe consented?—Yes, they consented to these pieces that were divided off.

86. Did the tribe agree that Kemp alone should have No. 14?—Yes, in consequence of the Ngatiraukawa not accepting it.

87. Did you hear of the tribe agreeing that Kemp should have this land?—Yes, I heard then; but it is only at this Court that I have heard to the contrary.

88. Which was first—the giving of it to Kemp for Ngatiraukawa, or the giving it to Kemp for himself?—It was first of all given for Ngatiraukawa.

89. Then, was this land given twice to Kemp?—No, there was only one giving; but afterwards another block was given for Ngatiraukawa, and then they took the second block.

90. Were there two givings to Kemp—first, for the purpose of transferring to Ngatiraukawa, and, afterwards, for himself alone?—Yes.

91. After Ngatiraukawa refused it, did they give it to Kemp alone?—Kemp said that the land should be given to him, and the tribe agreed to it.

92. Can you tell us any members of the tribe who agreed that Kemp should have this land for himself alone?—They can speak for themselves. I am speaking of what I heard at the first.

93. I ask you to give the names of any persons you heard saying so?—Let those people speak for themselves. I shall only say what I heard.

94. Can you give the names of the persons from whom you heard that?—I am not able to give the names.

94A. But you say you heard from somebody. I want to know from whom you heard?—They all consented when Kemp asked them about it. I cannot say it was this man or that man, but it was the whole, and you can ask them.

95. Then, what you mean the Commission to understand is this: that this was your opinion only, that Kemp should have this for himself?—That is what I heard.

96. You cannot give the names of any from whom you heard it?—You can call them. I am stating what I know.

97. *Sir W. Buller.*] An application was made by Broughton the other day to take Kemp's name out of No. 11, on the ground that he had already got enough of the estate. What have you to say about that?—I will not consent to Kemp's name being struck out. It was through Kemp we have lived and been able to build houses on this land, and if it had not been for his name Broughton would never have had a house on it.

98. Then, you object to his name being taken out of my part of No. 11 or No. 12?—Yes.

99. *The Chairman.*] To whom did No 14 belong before 1886?—It was all settled by the Court that it was for the Muaupoko.

100. Then it belonged to the Muaupoko Tribe?—Yes, the Court decided that the whole land belonged to them.

101. You now say that No. 14 belongs to Kemp, because the tribe gave it to Kemp in 1886?—Yes.

102. The land now belongs to Kemp, because the tribe gave it to him?—Yes, that is what I say.

MAKERE TE ROU re-examined.

103. *Sir W. Buller.*] You have heard the evidence of Te Rangi Mairehau?—Yes.

104. Do you agree with it?—I will answer you. When Kemp got up the first day and spoke about Waiwiri in this Court, he said the people whom he was agreeable to put into that block were Raniera, Tameatea, Ngahuaia, Arihia, and himself. What I said to the Court before this—I was confused when I assented, but afterwards I found out that I had done wrong.

105. When did you find out you did wrong—within the last day or two?—Yes; then I said, “This land is for them—for five of them.”

106. Then, you were *pouri*, because you found out that Kemp was putting in four persons, and not others?—No; the tribe were not going to claim this land, because Kemp said he wanted it for himself.

107. When you found that list—Kemp claiming for himself, and that he was going to put in four and keep the rest out—you were *pouri*?—No; it was then I said that what I stated first was a mistake.

108. But it was only lately you came to that conclusion?—Yes; within the last few days. Now I say that we ought to be put in this block.

109. But there was no feeling of that kind in the Court of 1886?—When it was given to Kemp he was there as a caretaker; he said he was a caretaker for the tribe.

110. But you heard him say after that that he was not a caretaker, but you did not disapprove of it?—I never heard him say that he was not a caretaker; none of the people present heard him say that.

111. Did you hear Judge Wilson say that the land was given to Kemp for himself?—I do not know that the tribe ever gave this land to Kemp, but it was given to Ngatiraikawa.

112. You heard that lately, the other day, in Court?—Yes; outside. I did not only hear it here, I heard it at Palmerston.

113. *Mr. McDonald.*] Judge Wilson’s evidence was not translated to the Maoris, was it?—No; the interpreter was asked to interpret what he said, but he did not do so.

114. And therefore you did not know what he said?—That is the reason that I and others did not know what he said.

115. You heard Te Rangi Mairehau say that the land was given to Kemp alone?—I do not know that his evidence gave this land to Kemp for himself alone.

116. Do you say that all the people who have a right in No. 11 have also a right in No. 14?—Yes.

117. *Sir W. Buller.*] You say they should all come into Wairiri?—Yes.

118. I ask you this: Why have you not said this at the previous Courts? You have never done so: why do you now say it for the first time?—I did speak about it before—on the first day, when Kemp spoke; but I have had time for thought since, and within the last few days I have decided it should not be so.

119. Did you not know that when Kemp gave his evidence the other day he was alone in Wairiri?—I heard what Kemp said in Court.

120. You did not object then, but within the last few days; when you had time to think you objected?—Yes, I made a mistake.

121. You had time to talk to the people about it since?—Yes.

122. Why have you not raised an objection of this kind at the previous Courts in 1886 and 1891?—I did not object to it. Then he was caretaker for the tribe.

RANIERA TE WHATA re-examined.

123. You know No. 14?—Yes.

124. You heard Kemp say that the land was his alone?—Yes.

125. You heard Judge Wilson say it was given to Kemp by the Court to do as he liked with?—Yes.

126. You have heard long ago—years ago—that Kemp had a Crown grant for that land?—Yes.

127. What do you say now, was it Kemp’s or was it not?—It was Kemp’s land; it was his by ancestors.

128. You have heard Rangi Mairehau say that all the tribe agreed that he should have it for himself in 1886?—Yes.

129. Is that true?—Yes; I was there.

130. You were a consenting party to that arrangement?—Yes; it belongs to Kemp.

131. Did you hear Broughton the other day apply that Kemp’s name should be struck out of Nos. 11 and 12, because he had already got enough: What do you say to that?—It would not be just to strike out Kemp’s name. It is only owing to Kemp that Broughton has an interest in the land. If the land had been held by Kemp and Warena he would have no share at all.

132. Do you mean this: that it was because Kemp resisted Warena’s claim and got a trust declared that Broughton came in?—Yes. Kemp said the land belonged to the tribe, and therefore let him in.

133. *Mr. McDonald.*] Who told you what Judge Wilson said—it was not interpreted?—I heard it from others.

134. From whom did you hear it?—I could not understand what he said. These people might have interpreted it to me.

135. Why do you say that you confirm Judge Wilson’s evidence?—It was in answer to Sir Walter Buller’s question to me.

136. Do you think yourself under the necessity to answer his question as to what you ought to do?—He asked me, and I said “Yes.” I am an old man now.

137. How many times was Waiwiri given to Kemp?—Twice.

138. When was the first time?—It was when the land was given to Ngatiraukawa.
139. Then, when they would not take it?—Then Kemp said, "Let this land be given to me for myself." Then the Ngatiraukawa took the other piece.
140. When was this land given?—At Palmerston, in 1886.
141. If Kemp says that he still held it in 1890 for Ngatiraukawa, would that be wrong?—Kemp had given them the other land to be added on to the 100 acres.
142. It would be wrong if he said in 1890 that it was still held for Ngatiraukawa?—I do not know about that, all I know is that when the Ngatiraukawa did not have it the land was given to Kemp.
143. Is not your memory failing you?—In 1886 the matter was decided at Palmerston.
144. You are aware that Kemp said you have a right in Waiwiri?—Yes; I have by my ancestors.
145. Your evidence, then, is not influenced by the consideration that you have been admitted to this land by Kemp?—It is not that; I have a right of my own to Waiwiri through my ancestors. If Kemp agrees to let me in, why should it be disputed?
146. Have not others as good a right as you?—No. Let them declare the place they have a right to, you cannot lay a whole lot of men on the top of the other on one piece of land; the ancestry are like the fingers of my hand, spread out.
147. Did your tupuna make the boundary-lines?—I have answered your question. I am connected with all the ancestors of this block; if I was to put down my ancestry you would see what I am.
148. Will you tell us the names of any persons of the Muaupoko Tribe who agreed that the land should be given to Kemp alone in 1886 or at any time?—I am speaking what I know myself; you must get others to say what they know.

KEREHI TOMU re-examined.

149. *Sir W. Buller.*] You have heard the evidence of Te Rangi Mihau and Raniera?—Yes.
150. They both say that Waiwiri Block was given by the tribe to Kemp as his own, and that it was his by ancestry as well?—Yes.
151. Do you agree with what he said?—I agree to the right of ancestry.
152. Then you say that by ancestry Waiwiri Block belongs to Kemp?—Yes; Kemp and others.
153. Who are the others?—The Muaupoko.
154. But they have said after the Court of 1886 that the tribe agreed that they should give it to Kemp alone. The Judge has stated it was given to Kemp for himself absolutely. What do you say to that?—When the block was subdivided all these pieces were cut off. Block 14 was cut off for Ngatiraukawa, and No. 11 block was the piece remaining. When the Ngatiraukawa were not pleased with the No. 14 piece they were taken and put into another piece, and therefore that piece went back into No. 11, and Kemp was trustee for the whole.
155. You think that Kemp was trustee for the whole?—Yes.
156. And if the Commission finds that he is trustee and not the owner, all the tribes should go in—all those in No. 11?—Yes.
157. You have heard Broughton ask to have Kemp's name struck out of Nos. 11 and 12?—I have only heard that for the first time.
158. What have you to say to that?—I have no power to strike Kemp out. He only has the power himself.

HOPA TE PIKI examined.

159. *Mr. McDonald.*] You live at Horowhenua?—Yes.
160. Your name is in the certificate of title?—Yes.
161. Were you at the Court of 1886?—Yes.
162. Did you hear the tribe discussing the apportioning of this block?—Yes, I heard it.
163. Do you understand the map?—I see it here.
164. You see No. 14 marked here: who was that land awarded to by the Court?—At the first instance it was given to Ngatiraukawa.
165. What then?—This was the block that Kemp apportioned out for Ngatiraukawa tribe, also with Kemp outside, that they should give it them. I do not know at the time whether they assented to it or refused it.
166. Have the tribe any time since then agreed that Kemp should have this land for himself alone?—I did not hear that at Palmerston.
167. Did you hear it anywhere else?—No; I did not.
168. *Sir W. Buller.*] Did you take any part in the meetings in 1886, or were you a "nobody" at these meetings?—No; I was a speaker there on Native subjects.
169. At what meetings were you allowed to speak?—There was a Native meeting at Pipiriki.
170. I am speaking of the meetings at the Court of 1886?—I spoke when they were giving the block to Ihaia.
171. What did you say?—I said, "I consent; all the tribe have consented."
172. You left the chiefs to talk, you did not presume to talk?—I was thrust outside; but there was a reason for that. I am a chief.
173. Why were you thrust outside?—Lest I should become a partisan.
174. Why should you become a partisan more than any one else at that meeting?—Lest I join one side or the other.
175. Why did they not put out all the others lest they join one side or the other?—There was a division among us at the time.
176. It was at the Court of 1886 that the block was given to Ihaia?—Yes.

177. And you said:—"I consent," and nothing else?—Yes.

178. But you say that you were afterwards thrust out of the meetings lest you should take sides?—And that was the reason I did not get up before.

179. Lest you should take sides between Kemp and Warena?—Yes.

180. How had the people taken sides at that time between Kemp and Warena?—Because they were quarrelling about the division between Kemp and Warena.

181. Was that before you went into the Court to get Waiwiri settled?—It was at the same Court.

182. What was the nature of these meetings about Kemp and Warena?—The block was cut in two by the Court.

183. That was the Court in which No. 12 was given to Ihaia?—Yes, and the other blocks.

184. And at the same Court the land was divided between Warena and Kemp?—Yes.

185. You are quite sure about that?—Yes.

MOHI RAKURAKU examined.

186. *The Chairman.*] Where do you live?—Horowhenua.

187. How long have you been living there?—For three years.

188. Where were you in 1891?—I was here.

189. What do you want to tell us?—I want to state what Kemp said in March, 1891. It was stated there that we should go up and have a talk in front of the whole of the Muaupoko, about the division between Warena and Kemp. Kemp asked that No. 6 should be given back to himself, but we, who heard this land had been given, would not consent. We did not think it was right that No. 14 should be given to himself; but the tribe would not consent to give him that land for himself only, because the tribe thought there were 4,000 acres that had been sold by Kemp, and he had to hold the money he sold it for, and, also, he had 800 acres given to him to pay for the troubles that had occurred in connection with this block. The tribe consulted together and found that he had obtained the rents for the timber and used them. Kemp had also leased the timber on land sold by Warena to the Government, and had taken that money; and, therefore, I say that Kemp has got enough land in this block, and what land is left should be given back to the tribe, to the *ahika*. That is all I wish to say. That is what I heard said with my own ears.

190. Did you see Hector McDonald there?—No, but I saw John McDonald.

191. What did you say when you spoke?—I said: "The law has been our ruin," and that what land remained should be returned to us.

192. Then you objected to Kemp and Warena having all the land to themselves?—Yes; I objected to it, and thought they—

193. Was not Kemp proposing to give it all back to you in No. 11?—Yes, that is the giving back I have spoken about.

194. But Warena was for keeping the land?—Yes.

195. Did you say anything at that meeting about the sale of the township, and Kemp having the money, or was it only in your heart?—I said so in my heart.

196. And these other matters you have told us about, you said in your heart?—And I have spoken also with my lips.

197. What did you say with your lips?—I said it was by the law we were ruined; I said in times gone by of our ancestors we received no hurt similar to this.

198. You meant that these two men had become fellow-owners, whereas you intended them to be trustees?—Yes, it was the law that turned our law aside and gave them the land.

199. But the other *kupas* were in your own heart?—Yes.

200. Did the other people say any of these words, or were they in your heart only?—Others spoke at Pipiriki the same as I did.

201. *Mr. McDonald.*] You are a son of Makere Te Rou?—Yes.

202. Your father was from the Ngahitau Tribe?—Yes.

203. You have visited your father's people over there?—Yes.

204. But your home is here at Horowhenua?—Yes.

205. Were you here in 1886, or were you with your father's people?—I was not here with my father's tribe.

206. What reference did you make to the 4,000 acres sold to Kemp at that meeting of which you are speaking?—I did not speak, nothing came from my mouth about it, but I had it in my heart.

207. From whom did the suggestion come that the tribe should give Kemp No. 6?—From Kemp.

208. Did he actually speak those words?—He asked the tribe to give him No. 6, and he left it with the tribe to do so.

209. Were the same words used with respect to No. 14?—He spoke the same words with respect to No. 14.

210. What were the actual words he spoke?—"No. 14 is mine." And the tribe said that would be the same as the other blocks, and he would be a trustee.

211. What did he say to that?—He never made any reply to it.

212. Do you remember any person who said the words to him that he was a caretaker in No. 14?—Waata Muruahi.

213. *Sir W. Buller.*] Was he the only one who said that?—He and others of the Muaupoko who are sitting here.

214. Can you mention any other name besides Waata Muruahi who said that about No. 14 being a trust block?—Charles Broughton and Hori Pa.

215. Did they use those words?—They heard these words when they were used by us.

216. You say you spoke about No. 14, and that Waata Muruahi did. Can you remember any one else who spoke such words to Kemp?—I did not say that Waata spoke these words, but I said that he heard them and was present.

217. Did Waata say anything?—They heard and were satisfied that it was correct, and did not speak.

218. Did Waata say anything at that meeting?—Waata spoke these words: "That the land should be given back to the tribe."

219. Was the talk of Waata about the block held by Kemp and Warena?—Yes.

220. The meeting was in order to try and come to some arrangement between Kemp and Warena?—Yes.

221. You cannot give us the name of any one who said any words about No. 14 at that meeting?—No, I cannot.

PENE TIKERA re-examined.

222. *Mr. McDonald.*] You were at the Court of 1886?—Yes.

223. Were you there all the time?—No.

224. Did you hear anything said at the meetings outside about No. 14?—I was not at the meetings, but I heard it was to be given to Ngatiraukawa, and the tribe agreed to that.

225. Who was to give it to Ngatiraukawa?—Kemp.

226. Is that all you heard about No. 14 at that meeting?—Yes.

227. Did you ever hear at any time at that Court that No. 14 had been given to Kemp alone?—Never, nor at any Court after.

228. In your own talks or meetings or anywhere else did you hear it?—I never heard it.

229. You are yourself one of the owners of the block?—Yes.

230. Were you ever asked to agree to No. 14 being given to Kemp alone?—Never.

231. And you do not know that the tribe were ever asked?—Not that I am aware of.

232. You keep yourself acquainted with what is going on in the tribe?—Some things, not everything. They consider, as I am a half-caste, that I am not to be listened to.

233. But you would have heard of such an important transaction as No. 14 being given to Kemp alone?—Probably; I never did hear.

233A. *Sir W. Buller.*] You did not attend any meetings in 1886?—I did not attend any meetings; it was simply remarks in the street I heard.

234. You are not in the habit of attending these meetings of the Natives?—Very seldom.

235. You did not attend the Court in 1890 or 1891?—I was there in 1891.

236. You did not take part in anything?—No.

237. Can you call to mind a certain meeting you have attended to discuss these matters?—Only at Pipiriki.

238. That was the meeting for the purpose of endeavouring to come to a settlement between Kemp and Warena, and the whole discussion at that meeting was about No. 11?—Yes.

239. No other matters were discussed at that meeting?—Not that I heard of.

240. *Mr. McDonald.*] Did you hear No. 6 mentioned at all at that meeting?—Only from those outside; not in the meeting.

241. Did you hear No. 14 mentioned at the meeting?—No.

HECTOR McDONALD re-examined.

242. *Sir W. Buller.*] Were you present all through the Pipiriki meeting?—Yes.

243. You are a licensed interpreter, and understand the Maori language?—Yes.

244. You heard all the speeches on that occasion?—Yes.

245. Will you state to the Commission the nature of that meeting? What was its object? It was to meet Kemp, was it not?—Yes.

246. What was the general burden of the speeches?—Kemp was very seldom down here, and, as usual on a visit of a Native chief, a great many of the Natives got up and made speeches.

247. They were complimentary speeches?—Quite so, and they were about the trouble originating out of the Horowhenua Block.

248. What was the object of the meeting?—So far as I could gather, to get some relief.

249. The matter discussed by all the speakers was the position of the title to Block 11, that being in the names of two chiefs who were supposed to be owners instead of trustees?—Yes, and the object was to get some relief. The people understood that they were thrown on to the hills out of their own homes.

250. Did not Kemp declare at that meeting that he would never be satisfied till he had given the land back to the tribe, but that Warena must do the same?—Quite so.

251. All the speakers expressed themselves satisfied with what Kemp proposed to do?—Yes.

252. Was one single word uttered by any speaker in regard to No. 14 being in Kemp's name?—They did not refer to any particular block.

253. Was anything said by Kemp about No. 6? Did you hear him propose that it should be given back to him? One witness says he asked them to give it back, and they refused. Is it true or false?—I think it is false; I heard nothing of the kind. He did not refer to any particular block.

254. The trouble was, this title in the name of the two chiefs?—Yes, and the particular trouble was that their kaingas and cultivations were taken away by the operation of the certificate.

255. Would these people—these nobodys—who have been brought up here to-day have dared to open their mouths before Kemp, in your opinion?—I do not think so.

256. *Mr. McDonald.*] They were afraid of Kemp, were they?—I do not know that they were afraid of him, but they placed so much confidence in him.

257. And he was promising to return the land to them?—Quite so.

258. Did he say anything about being in it himself, or that he was going to return it absolutely over to them?—No, there was nothing particular mentioned as to who were to be inserted in the block. It was simply fighting the case between him and Warena.

259. What was the date of that meeting?—I could not call to memory the exact date. They had two meetings, I think, besides what they had amongst themselves. He was down here twice.

260. What meeting do you refer to in answer to Sir Walter Buller?—I think the meeting of 1886.

261. That was when they partitioned the land?—No, it was after the meeting in 1886. It was after they found out that Kemp and Warena were sole owners of the property, and after the trouble commenced between Warena and Kemp.

262. That would be after 1890?—No doubt it was. He was only here twice on important business.

263. I want you to confine your attention to whatever meeting you speak of, in answer to Sir Walter Buller, just now?—Kemp was only here twice in succession after that trouble arose between him and Warena.

264. Did they say exactly the same thing at both meetings? Did they use the same words at the second meeting as at the first?—I do not know that they used the same words, but it meant the same thing.

265. So, that in speaking of these two meetings, you speak of them as one?—Yes.

266. Was there any great interval of time between the two?—Not a great deal.

267. The first meeting took place shortly after the dispute arose between Kemp and Warena?—It was some time after that. I would not be prepared to say the dates or time.

268. And nothing was specially said about any particular block at all?—No.

269. But the dispute between Warena and Kemp was as regards No. 11 only?—Quite so. They complained about being sent away to live on the snowy mountains, and being driven out of their kaingas.

270. The whole discussion was about No. 11?—Principally.

271. Then, about what other part was there any discussion?—It was about the Horowhenua Block and the troubles as a whole, but principally about their own kaingas.

272. Their troubles related to No. 11 only at that time?—I should say that they ran pretty well over the whole block.

273. But Warena had nothing to do with any part of the block but No. 11?—At the meeting they brought up outside subjects.

274. What did they say about anything outside of No. 11?—They did not refer to any particular block, but their land as a whole and their kaingas principally.

275. Was this a prearranged meeting, or was it only to meet Kemp on his visit?—I could not tell you whether they got word that a meeting was to be held, or whether they called him or he called them. I simply came when I heard there was a meeting. I was asked to come by the Natives. Te Rangi Mairehau generally sends for me if a meeting is on. I do not know whether they asked him to come, or whether he was simply paying a visit to them.

276. You did not hear anything said at that meeting or at any other time to the effect that No. 14 had been given to Kemp for himself alone?—No, I do not think it was mentioned.

277. Were you interpreter of the retainer to Sir Walter Buller in 1892?—I think I interpreted it to the Maoris, but my certificate will show.

WAATA MURUATI examined.

278. *Mr. McDonald.*] You belong to Muaupoko?—Yes.

279. Your name is in the title?—Yes.

280. Were you present at the meeting of 1886?—No.

281. Were you present at a meeting at Horowhenua after 1886?—Yes.

282. What meeting was that?—It was about the division of the land between Kemp and Warena. Donald Fraser was present. The tribe agreed amongst themselves then to give 3,000 acres to Warena, Wirihana, and their families; and Wirihana would not agree to it, nor did Donald Fraser. They then went back to consider again about the land. Then Kemp asked the *rerewaho* that No. 6 be given to him, and the *rerewaho* would not agree to that. Then Kemp asked that the 1,200 acres set apart for Ngatiraukawa should be given to him, and the tribe would not consent. That was what I heard.

283. You heard that yourself?—Yes; we were amongst those deputed to see into the matter about the division of the land.

284. Was it proposed to give Kemp any land at the same time that Warena was to get the 3,000 acres?—No; we did not agree to offer Kemp any land, because he was then settled in his position as a trustee.

285. What did you understand by his position as a trustee?—He was a person to take care of the land belonging to the tribe so that no disturbance should take place concerning it.

286. Why did you not agree to give them No. 14?—He was trustee of the land belonging to the tribe.

287. That was the reason you refused to give it absolutely?—Yes, that was the reason.

288. *Sir W. Buller.*] Hector McDonald has sworn that he was there all through these meetings and not one word was said about No. 6 or No. 14. Is that true or false on his part?—It would be false.

289. Then you ask the Commission to disbelieve Hector McDonald and to believe you?—I am speaking now as to what I heard the tribe said.

290. You said in reply to Mr. McDonald that the tribe said they would not consent to what Kemp proposed?—No.

291. That Kemp wanted Block 6, and that he wanted afterwards No. 14, and the tribe would not consent?—Yes.
292. Did the tribe refuse?—Yes.
293. You heard that with your own ears?—Yes; it was in the house we were all collected in.
294. What were the names of those who you heard refused?—Myself, Hori te Pa, Mohi.
295. Mohi has sworn that though he had it in his heart he did not open his lips. You heard him say that?—Yes.
296. What did Mohi say?—That he would not consent to the *rerewaho* being put into it.
297. What did he say about No. 14?—That the tribe would not consent, and he would not consent.
298. You swear you heard him say that?—He may say no, but he did.
299. Who else did you hear get up and say it?—Hori te Pa, Charles Broughton, Ngatahi, and Makere.
300. Did Ngatahi get up and make a speech and say she disapproved?—She did not get up; she was sitting down when she spoke.
301. Perhaps none of those you mentioned got up and spoke?—No, they did not get up and speak, they were all sitting down.
302. Then it was only gossip among yourselves. You did not get up to speak?—It was a meeting for that purpose.
303. But there were no speeches on the subject. You were simply talking together on the ground?—It was a Native meeting, and we talked as at a Native meeting, only we did not stand up to speak.

RAWINIA IHAIA (Ngatahi) examined.

304. *Mr. McDonald.*] Were you present at that meeting we are talking about?—Yes, I was there.
305. Where did the meeting take place?—At Pipiriki.
306. What was the subject of discussion at that meeting?—It was about the division for Warena.
307. Was any division proposed for Warena?—Yes.
308. What was proposed?—It was proposed to divide a piece off for Warena.
309. Was any area proposed?—3,000 acres.
310. Can you recollect who proposed that?—It was the Muaupoko Tribe.
311. But do you know the person who first proposed it?—Ihaia was the first who was put up to speak.
312. What did he say?—He said that Warena was to have a division from the north part, and the tribe would not consent. Ihaia agreed to what the tribe said, and he said nothing more.
313. Can you say—can you recollect who first proposed 3,000 acres for Warena?—I cannot say it was any particular one, but the whole of the tribe agreed to give that amount.
314. You are quite clear that 3,000 acres was mentioned?—Yes.
315. Was Warena present at that meeting?—No, but I think Wirihana was.
316. Did he agree to the 3,000 acres?—No, he did not consent to it.
317. Was the 3,000 acres for Warena alone, or for Warena and his brothers and sisters?—It was for them collectively—for the family.
318. Was any other block mentioned at that meeting?—The *rerewaho* block, No. 6.
319. You are yourself a principle person in that?—Yes.
320. What was proposed about that?—Kemp asked the tribe to give him No. 6 for himself, and that they should take No. 11.
321. Did that proposal come from Kemp himself, or was it made to Kemp?—It came from Kemp. The tribe would not consent.
322. Did you understand that Kemp proposed to the tribe to take No. 6 for himself, and leave No. 11 for the tribe?—He said that the *rerewaho* and the rest of the tribe were to have No. 11, if they would consent to it.
323. Did you hear any other block mentioned?—I do not know about the numbers; I did hear others mentioned; I heard about a piece for the Ngatiraukawa. Kemp said, "I will give them that piece"; and the tribe would not consent.
324. You heard all that yourself?—Yes, I heard it myself; I was there all the time.
325. Did you hear any other piece of land mentioned?—I do not know.
326. Have you heard anything about any other piece of land—any other part of the land?—I cannot answer that.
327. Is Ihaia able to come before this Commission?—No, he is blind and deaf.
328. Is it possible to ascertain what his wishes may be regarding the block generally?—I do not know.
329. Do you know of any wish of his with regard to the land on the mountains?—No; he has never said anything about it to me.
330. *The Chairman.*] There is no good asking what his wishes were, unless his rights can be enforced. I want you to understand the difference between his wishes and his legal rights.
331. *Sir W. Buller.*] You understood that the tribe would not consent to Kemp's proposals when Kemp said, "If you give me No. 6, I will put the whole of the tribe in No. 11"?—Yes; the tribe would not consent—not to the *rerewaho*.
332. Then when Kemp said give me No. 14, the tribe would not consent. Who do you mean by the tribe?—The Muaupokos now here before us.

HOANI PUIHI re-examined.

333. *Sir W. Buller.*] You have heard Broughton's application to the Commission to strike out Kemp's name from No. 11 and No. 12?—Yes.

334. What do you say to that?—It is wrong.

335. Then, you say that whatever happens Kemp's name should be in No. 11 and No. 12?—Yes.

336. Although he may get No. 14 to himself, and although he has received a large sum of money for the township, and although he had £800 to wipe off his debts to the lawyers, you still say that his name should come into these other blocks?—Yes.

337. Then, whether this proceeds further or not, do you say that Kemp, notwithstanding all he has had, is, in your opinion, entitled to a substantial share in these blocks?—That is quite right; but I have something to say. What I have to say against his name being struck out is that it would be wrong to do so in his absence, as he is not here. It would not be right to strike his name out now in secret when he is absent. It would be very good to wait until Kemp came here, and then tell him that his name ought to be struck out of No. 11 and No. 12.

338. *The Chairman.*] How much do you say is Kemp's share in the whole block—in Nos. 11, 12, and 14? How much is his share in No. 11?—I could not say.

339. How much in No. 12?—I could not tell. It would rest between himself and Ihaia.

340. How much in No. 14?—The people consider that if he has half of that and gives half to the people that would be right. I consider that No. 12 was part of No. 14.

341. Are the representatives of Kawana entitled to equal shares with Kemp all through?—Yes.

242. *Mr. McDonald.*] Did you at any time hear the tribe agree that Kemp should have No. 14 for himself alone? When it was understood that Ngatiraukawa were not to take it, did the tribe say he should have it for himself?—No, I never heard of it.

Mr. G. MARSHALL examined.

343. *The Chairman.*] You are a solicitor of the Supreme Court?—Yes.

344. Will you tell us what you know about this lease [exhibit BA] from Kemp to Mr. Bartholomew for the right to cut timber on No. 6?—On the 22nd of November, 1893, Kemp, being registered owner of Horowhenua No. 6, executed a lease in favour of Peter Bartholomew for timber-rights on that block. The lease is for a term of twenty-one years from the date of the deed. Prior to this, a caveat had been placed on the register, signed by a number of the reputed owners of the block, protesting against any dealings by Kemp, on the ground that they were interested. The lease was submitted to me, acting on behalf of a number of the reputed owners, and they refused to consent to it unless the amount of royalties was increased to the price they mentioned, and unless they had a right, at the expiration of ten years from the date of the lease, to determine it on giving notice to the lessee. The deed of covenant [exhibit BB] was prepared by Mr. Edwards, and settled by myself on these terms, and that was duly executed by Kemp in accordance with the law. Mr. Edwards, on behalf of Mr. Bartholomew, then applied to the Supreme Court for leave to register the lease, and I prepared a caveat protecting the agreement, which it was my intention also to register. The lease came before the Trust Commissioner, and was passed by him. As to who gave evidence I do not know, Mr. Edwards being the solicitor engaged. On this matter coming before Judge Richmond, I made an affidavit setting out the terms on which my clients consented to the lease; but on the hearing, Judge Richmond intimated that as it was admitted that there were a number of persons interested in the block he refused to permit registration. The conditions as to the payment of the amounts into a new account in the joint names of Kemp, Mr. Edwards, and myself, has never been recognised by Mr. Bartholomew, on the ground that the lease itself was never completed. Sir Walter Buller has stated—and though I myself was not acting for all the Natives concerned in No. 6, I have every reason to believe, and I have always believed—that they have all agreed to the conditions as modified by the deed of covenant. They are all in receipt of the royalty moneys which are being paid into a fund originally arranged in the name of Broughton and Hanita Henare, and, as far as my instructions go, I have every reason to believe that the real owners of No. 6 concur in the arrangement.

345. Do you know if the people entitled to No. 6 are satisfied with the administration of their fund received by Broughton and another?—There were objections made about that. They were made through me. In regard to the alteration of the trust account, I wrote to Mr. Edwards, on Mr. Bartholomew's behalf, suggesting that it should be carried into effect, but I understand that, owing to the lease never having been completed, some of the Natives here decided it should be left in the names of Broughton and Hanita. So far as I know there is no objection to that.

346. No one has suggested that the fund has been improperly administered?—On the other hand, I am satisfied from inquiries I have made that it is being properly administered. No unnecessary expense has been gone to, and since the list has been put in, money has been paid out in small sums to them or to their order.

FRIDAY, 1ST MAY, 1896.

PETER BARTHOLOMEW re-examined.

1. *Mr. Fraser.*] In 1889 you negotiated with Kemp for permission to fell timber on 1,000 acres in No. 11; the permission to extend over twelve years?—Yes.

2. For which you paid £500?—Yes.

3. What did you first do in connection with that 1,000 acres?—I laid a tram from the railway towards the coast.

4. In what year?—I commenced it in 1891.

5. Can you tell the Commission what your expenses were?—About £150.
6. When did you commence to fell timber?—About the latter end of 1892.
7. Previous to the Government purchasing 1,500 acres from Warena, how much timber did you fell?—About 100,000ft.
8. What was the value of that?—About £50.
9. In October, 1893, you are aware that the Government purchased 1,500 acres?—Yes.
10. Did that include the 1,000 acres?—Yes.
11. Were you stopped from felling timber?—Yes; Warena came down and felled a small tree across the tram, as a protest.
12. When the Government purchased this land, what was your position?—I was stopped from working, and had to make arrangements with the Government.
13. By whom were you stopped?—By the Government.
14. What arrangement did you make?—I made an arrangement to pay tithes on the timber that I took off the ground.
15. Up to the present, how much have you paid the Government?—Close on £420; I think under that, but over £400.
16. As a matter of fact, you have received no *quid pro quo* for the £500 you have paid Kemp?—No, except the timber I took in the first instance.
17. At the time you negotiated with Kemp, were you aware that he was the certificated owner—that he held a land transfer certificate in No. 11?—I understood so.
18. And you looked upon him as one of the owners you could legally deal with?—Yes.
19. *Mr. McKerrow.*] Is this block cut out now?—It is pretty well done.
20. You have practically been two years cutting?—Yes.
21. And you have paid twice over for it?—Yes.

FRIDAY, 15TH MAY, 1896.

Sir WALTER BULLER re-examined.

[Witness produced statements by Kemp not mentioned in his evidence [exhibit Bc], and also a statement of professional costs [exhibit Bd].

1. *The Chairman.*] There are one or two matters that have occurred to me that we are not quite clear about, and I should like you to give us a little more evidence. You were not here at the Court of 1886?—No, I was in England.

2. When did you come back?—I think I arrived in New Zealand in April or May of 1891.

3. Prior to that, had you advised Kemp at all about the Horowhenua Block?—I had nothing whatever to do with that block, but I had acted for him previously in regard to many other matters—Murimotu and Wanganui matters; but I had had nothing to do with him in connection with Horowhenua. The only transaction I was concerned in was the preparation of a lease from Kemp, as trustee under the Act of 1867, to Hector McDonald, where I acted *inter partes*, and I was paid by Mr. McDonald. Among the papers he handed over the other day was a receipt for my bill of costs.

4. Were you Kemp's legal adviser in other matters?—From time to time. The last time I acted for Kemp was during the sitting of the Native Land Court at Upokongaro, in 1882. That was the last time I acted for him. I acted for him at the Court, and came to Wellington to prepare a lot of deeds in connection with it.

5. You had practically nothing to do with Kemp's business between 1881 and 1891 on your return from England?—Practically not, so far as I remember.

6. What was your first transaction after 1891; after you came back?—I had no transaction whatever till I took up the Horowhenua case. And when I called with Kemp on Mr. Cadman at his office I took care to say to him, "I have come, not as Kemp's solicitor, for I am out of practice, but as his friend, at his urgent insistence." It was not till after that that I got a retainer and acted for him, as I have ever since been acting, in regard to the Horowhenua Block.

7. What was the cause of your getting this retainer from Kemp and the other Muaupoko?—At the interviews with Mr. Cadman (the date of which could be fixed by reference to the office), Kemp explained that he had been advised by various solicitors. The last solicitor who advised him was Mr. Bell, and he had parted from Mr. Bell because he was urging him to agree to arbitration, and Kemp said, "Arbitration means dividing the block; I will have nothing to do with it." Then Mr. Cadman, as Kemp has stated in his evidence, produced a letter from Mr. J. M. Fraser, and said, "But you agreed to arbitration," handed me that letter, and asked me to be good enough to interpret it to Kemp. Kemp showed great indignation, and distinctly repudiated the action of Mr. Fraser, and said that he had never instructed him to write such a letter; and I remember saying to Mr. Cadman, "Look at his face; you can see it is a complete surprise to him." Kemp then urged me to take up his case and that of the tribe, explaining to me that his whole object was to divest himself of the estate, which he was advised belonged to him in law, and to give it back to the tribe, but his co-trustee must do the same.

8. Then, the retainer was given?—Yes; it was signed by all the people.

9. I do not quite understand what led up to the preparation of the deed of release?—That was in consequence of a communication I had from Mr. Bell. He had pointed out to me that Kemp's failure to take receipts or keep account books—which I could quite understand—might lead him into a great deal of trouble. It was an unheard of thing for a chief to take receipts or to keep accounts. He has always been accustomed to receive money and to pay it out. It was the custom of a chief. But Mr. Bell pointed out how inconvenient it might be unless Kemp got some sort of acknowledgment from the tribe. The deed of release was my own idea entirely. I never consulted Mr. Bell, but I decided that that would be the proper course, provided that I found the tribe was satisfied, and it was so.

10. Was Kemp in Wellington at that time?—Yes; I left him here and went up. I preferred that he should not accompany me. I thought it better not; and that the people would have a freer hand if he was not present. I went up alone, and came back and found Kemp here.

11. Who actually prepared the deed?—I did; and, as I stated, in order that the thing might be clear, I employed Mr. Hector McDonald as licensed interpreter.

12. How long would the drawing of the deed, and these conversations and consultations with Mr. Bell, and so on, have taken before the deed was signed?—It is quite impossible to say.

13. Would it be a week, or a month, or a longer period?—I should think it was all done within a month, but one could easily see by the deed. Under the law it was necessary to give the date on which the deed was executed, and, therefore, a reference to the deed would show when it was.

14. It was in October the deed was signed?—From the time I took the thing in hand I do not think a month elapsed before the whole thing was completed. The action at that time was still pending. Warena brought an action to compel Kemp to file accounts. The thing was an impossibility, as I advised him, and it was in order to meet this difficulty that I conceived the idea of the deed.

15. Now, with regard to the lease over No. 14, how was the rent arrived at, and why was this sum fixed per acre—half a crown?—Kemp himself fixed it. He stated that in his evidence. I left it to him. I had named the price I should afterwards pay for the ten acres which I bought.

16. When were these negotiations?—The first lease of 510 acres—the portion I have named—was negotiated when I went up to Wanganui in May. Then, as I explained in my evidence, the subsequent lease was taken as soon as I found there was likely to be a complication with Mr. Bartholomew. Otherwise, to this day it would probably not have been drawn. Mr. Bartholomew, who took the lease of 100 acres, arranged to pay the same—half a crown per acre.

17. Who drew this lease?—I drew mine. I paid the licensed interpreter's fees and the stamp duty, &c. Mr. Bartholomew's lease was drawn by Messrs. Bell, Gully, and Izard.

GEORGE FREDERICK RICHARDSON examined.

18. *The Chairman.*] You are a civil engineer and land valuer?—Yes.

19. You have had a great many years experience?—Yes.

20. In a former Ministry you were Minister for Lands?—Yes.

21. You produce a report signed by yourself, Mr. Simpson, and Mr. Bell, the statements in which and in the schedule attached are to the best of your opinion correct?—Yes. [Exhibits marked BE (1), BE (2), BE (3).] We thought it better to give a short general description of the block in the form of a report, and hand in a tracing which is a key to the schedule. We found so many different values of land sometimes in one subdivision that we thought it best for our purpose to subdivide the subdivisions and letter them.

ALEXANDER SIMPSON examined.

22. *The Chairman.*] Where do you reside, Mr. Simpson?—At Marton. I am a land-valuer and commission agent.

23. How many years experience have you had?—I have been a land-valuer for seven years, but I have had experience in land before in connection with banking work.

24. You have heard Mr. Richardson's evidence?—Yes.

25. Do you agree with it?—Thoroughly.

26. You and Mr. Richardson and Mr. Bell jointly valued the land?—Yes.

27. And the report upon it is the result of your joint opinions after examination and discussion?—Yes.

28. *Mr. McKerrow.*] In your description of No. 14 you do not mention any water?—The valuation made took in the water of the whole block. The water area is included in the valuation we have given.

29. *Sir W. Buller.*] That is about 125 acres, is it not?—I think 166.

30. And you have treated that as dry land in the valuation?—Yes.

JOHN BELL examined.

31. *The Chairman.*] What are you by occupation, Mr. Bell?—A land-valuer. I have been a farmer for thirty years.

32. How long have you been a land-valuer?—Since the first inception of the property-tax—since 1881.

33. You have been employed in property-tax work?—Yes, except one year, since its inception. I was also valuer for the land-tax. I have valued for Government Life Insurance, for mortgage purposes, and also for Advances to Settlers and the Public Trustee; and for some Wellington firms, and for Sclanders and Co., of Nelson.

34. You heard the evidence given by Mr. Richardson and Mr. Simpson?—Yes.

35. Do you agree with that?—Yes.

COMMISSION.

[Extract from the *New Zealand Gazette*, of the 13th February, 1896.]

COMMISSIONERS APPOINTED UNDER "THE HOROWHENUA BLOCK ACT, 1895."

To all to whom these presents shall come, and to JAMES CROSBY MARTIN, of Wellington, Esquire, ROBERT SMELT BUSH, of Auckland, Esquire, Stipendiary Magistrates, and JAMES CRAIG MCKERROW, of Morrison's Run, Greytown, Esquire, Settler, Greeting :

WHEREAS by "The Horowhenua Block Act, 1895," it is, *inter alia*, enacted that the Governor in Council shall appoint a Royal Commission to inquire into the circumstances connected with the sales or dispositions by the Natives of any or the whole of the blocks contained in the Horowhenua Block (hereinafter called "the said block"), comprising originally about fifty thousand acres, and as to the purchase-money paid for the same, and as to what trusts (if any) the same respectively were subject to; and also that the costs and expenses of such Commission shall be charged upon such of the lands as the Commission shall determine: And whereas by a certificate of title ordered to be issued by the Native Land Court at a Court holden at Foxton, in the Provincial District of Wellington, on the tenth day of April, one thousand eight hundred and seventy-three, it was certified that Keepa te Rangihiwini was then the owner according to Native custom of the said block: And whereas it was at the same time ordered by the said Court that the names of the whole of the persons named in the First Schedule hereto (who are hereinafter referred to as "the registered owners") should be registered under the provisions of the seventeenth section of "The Native Lands Act, 1867," as the whole of the persons found to be interested in the said block: And whereas under the provisions of "The Native Land Division Act, 1882," the said block was during the months of November and December, one thousand eight hundred and eighty-six, divided amongst the registered owners in the manner set out in the Second Schedule hereto: And whereas disputes have arisen from time to time as to the ownership of the said block and as to dealings therewith: And whereas the Court of Appeal of New Zealand has decided in effect that the division order under the provisions aforesaid, and the certificate of title founded thereon in respect of division number eleven of the said block, as in the said Second Schedule described, do not contain the names of the whole of the persons beneficially interested therein, and has, *inter alia*, quashed the said division order and certificate of title, and directed the Native Land Court to make such inquiries and orders as will perfect the title to the said division number eleven: And whereas it is alleged that undefined trusts or unfulfilled obligations and undertakings exist in respect of some of the other divisions of the said block: And whereas it is expedient that all such disputes, trusts, unfulfilled obligations, and undertakings should be inquired into, defined, and disposed of in accordance with equities of each case respectively:

Now know ye that I, David, Earl of Glasgow, the Governor of the Colony of New Zealand, in pursuance and exercise of the power conferred upon me by "The Horowhenua Block Act, 1895," and of all other powers and authorities enabling me in this behalf, and acting by and with the advice and consent of the Executive Council of the said colony, do hereby appoint you the said

JAMES CROSBY MARTIN,
ROBERT SMELT BUSH, and
JAMES CRAIG MCKERROW

to be Commissioners for the purpose of inquiring into and reporting on the following matters in each case, namely:—

- (1.) As to the existence and nature of any trust or equitable obligation or undertaking, express or implied, affecting the said block, or any part thereof, or the proceeds thereof, in the hands of Keepa te Rangihiwini and Warena te Hakeke (hereinafter called "the nominal owners"), or either of them;
- (2.) What alienations prior to or subsequent to the division of the said block have been made by the nominal owners, or by either of them, and what moneys have come to their hands, or to the hands of either of them, by virtue thereof or by virtue of any other dealing with the said block, or any portion thereof;
- (3.) What moneys (if any) are legally or equitably due or owing by the nominal owners, or either of them, to the registered owners, or to any other persons who shall be found by the Court to be entitled, and in what proportions, in respect of any dealing or other matter as aforesaid;
- (4.) What moneys (if any) are legally or equitably due or owing by, or should be refunded by, the nominal owners, or either of them, to Her Majesty on account of any dealing or transaction with Her Majesty in relation to the said block, or any portion thereof;
- (5.) What moneys (if any) are legally or equitably due or owing by either of the nominal owners to the other of them by reason of any dealing or other matter as aforesaid;

- (6.) Who are the persons for whose benefit it was arranged between the said Keepa te Rangihiwini and the late Sir Donald McLean, in the year one thousand eight hundred and seventy-four, that one thousand two hundred acres of the said block now represented by division number nine should be set apart ;
- (7.) On the division by the Native Land Court as aforesaid, was division number fourteen of the said block in the first instance vested in the said Keepa te Rangihiwini for the purpose of carrying out the said arrangement between himself and the late Sir Donald McLean, and, if so, should the said Keepa te Rangihiwini have returned it to the registered owners when, at the request of the persons claiming to be interested under the said arrangement, division number nine was set apart in lieu of division number fourteen ;
- (8.) Whether at the time of any dealings with any portion of the said block by any person other than Her Majesty, or any officer or servant of the Government of the colony acting on her behalf, the land so dealt with was subject to any duly published and then subsisting notice under the provisions of "The Government Native Land Purchases Act, 1877," or any other Act relating to the acquisition of land from Natives by the Crown ;
- (9.) As to the *bona fides* on the part of the purchaser, lessee, mortgagor, or mortgagee of any portion of the said block in respect whereof a trust or equitable obligation or undertaking as aforesaid shall be found to exist : And whether any person who has acquired any estate or interest in such land from the nominal owners, or either of them, acquired the same fraudulently, or with knowledge of any such trust or equitable obligation or undertaking ;
- (10.) And generally to make inquiry into any matter or thing arising out of or connected with the several subjects of inquiry hereinbefore mentioned, or which, in your opinion, may be of assistance in fully ascertaining, explaining, or assisting at arriving at a fair and just conclusion in respect of the subjects of inquiry, or any of them, or any part thereof or in relation thereto, and also to determine—
- (11.) On what lands the costs and expenses of this Commission should be charged, as directed by "The Horowhenua Block Act, 1895" :

And for the better enabling you to carry these presents into effect, you are hereby authorised and empowered to make and conduct any inquiry hereunder at such place or places in the said colony as you may deem expedient, and to call before you and examine on oath or otherwise as may be allowed by law such person or persons as you may think capable of affording you information in the premises : And you are hereby empowered to call for and examine all such books, documents, papers, maps, plans, accounts, or records as you shall judge likely to afford you any information on the subject of this Commission, and to inquire of any person concerning the premises by all other lawful ways and means whatsoever :

And, using all diligence, you are required to report to me, under your hands and seals, your opinion resulting from the said inquiry in respect of the several matters and things investigated by you under or by virtue of these presents not later than the thirtieth day of April, one thousand eight hundred and ninety-six, or such extended date as may be appointed in that behalf, stating in such report what proceedings it would, under the circumstances, in your opinion, be expedient to adopt in order to adjust and settle as between all parties concerned all matters in dispute in relation to the said block, and to the dealings of the nominal owners therewith, and to all matters arising therefrom :

And it is hereby declared that this Commission shall continue in full force and virtue although the inquiry be not regularly continued from time to time by adjournment :

And lastly, it is hereby declared that this Commission is issued under and subject to the provisions of "The Commissioners' Powers Act, 1867," and "The Commissioners' Powers Act 1867 Amendment Act, 1872."

In witness whereof I have hereunto set my hand, and caused these presents to be issued under the seal of the said colony, at Dunedin, this fourth day of February, in the year of our Lord one thousand eight hundred and ninety-six.

(L.S.)

GLASGOW, Governor.

Issued in Executive Council.

T. H. HAMER,
Acting-Clerk of the Executive Council.

SCHEDULES.

FIRST SCHEDULE.

LIST of the Whole of the Persons registered under the Provisions of Section 17 of "The Native Lands Act, 1867," as the Owners of the Horowhenua Block.

1. Keepa te Rangihiwini.	74. Hamiora Potau.
2. Kawana Hunia te Hakeke	75. Hopa te Piki.
3. Ihaia Tauweki.	76. Te Mananui Tawhai.
4. Rewiri te Whiumairanga.	77. Te Waitere Kakiwa.
5. Te Rangi Rurupuni.	78. Raatima Potau.
6. Noa te Whata.	79. Matiaha Mokai.
7. Motai Tauweki.	80. Hori te Mawae.
8. Heta te Whata.	81. Aperahama te Rangiwetea.
9. Te Wirihana Tarewa.	82. Te Miha o te Rangi.
10. Inia Tamaraki.	83. Te Whatahoro.
11. Te Paki.	84. Te Peeti te Aweawe.
12. Hoani Puihi.	85. Horani Meihana.
13. Raniera te Whata.	86. Maakaia Tawaroa.
14. Te Kerehi te Mihiwaha.	87. Karaitiana te Kooro.
15. Tamati Maunu.	88. Ruta te Riri.
16. Ihaka te Rangihouhia.	89. Wiki Meiha Keepa.
17. Matene Pakauwera.	90. Mihiterana Kawana.
18. Peene Tikara.	91. Hereora.
19. Himiona Taiwehorua.	92. Makere te Rou.
20. Pire Tikara.	93. Ani Kanara te Whata.
21. Hoone.	94. Ani Kanara Tihore.
22. Karaitiana Tirawahi.	95. Hiria Amorangi.
23. Riwai te Amo.	96. Maata Huikirangi.
24. Ngariiki te Raorao.	97. Heni Wairangi.
25. Winara te Raorao.	98. Hariata Tinotahi.
26. Wiremu Matakara.	99. Oriwhia te Mitiwaha.
27. Te Wirihana Paeroa.	100. Hera Tupou.
28. Te Warena te Hakeke.	101. Pirihihi te Rau
29. Heta Matakara.	102. Riarona Taueki.
30. Te Matenga Tinotahi.	103. Tiripa Taueki.
31. Hetariki Takapo.	104. Turuki.
32. Wata Muruahi.	105. Pirihihi te Whata.
33. Noa Tawhati.	106. Iritana.
34. Petera te Ha.	107. Wiki Hanita.
35. Tahana Muruahi.	108. Merehira te Marika.
36. Tamati Muruahi.	109. Rora Korako.
37. Hopa Heremaia.	110. Rhipeti Tamaki.
38. Wiremu Matakatea.	111. Mereana Matao.
39. Ruka Hanuhanu.	112. Rawinia Matao.
40. Himiona Kawai.	113. Unaiki Taueki.
41. Te Manihira te Rau.	114. Ema te Whango.
42. Te Herewini Rakautihi.	115. Roreta Tawhai.
43. Akuira Takapo.	116. Maata te Whango.
44. Waata Tamatea.	117. Mere Mionga.
45. Taare Matai.	118. Ruihi Wunu.
46. Taare Hereora.	119. Heni Haimona te Iki.
47. Kingi te Patu.	120. Mere Karena te Manaatawhaki.
48. Rangipo Hoani.	121. Hira te Rangitakoru.
49. Kingi Puihi.	122. Arihia Toitoti.
50. Ariki Hanara.	123. Merehira Tohu.
51. Te Hapimana Tohu.	124. Rora Tohu.
52. Eparaima te Paki.	125. Merehira Waipapa.
53. Hori te Pa.	126. Ria te Raikokiritia.
54. Hiroti te Iki.	127. Paranihia Riwai.
55. Tiaki Tikora.	128. Peti Kohu.
56. Te Oti te Hou.	129. Peti te Uku.
57. Tamati Taopuku.	130. Harirota.
58. Topi Kotuku.	131. Rakena Potaka.
59. Maaka Ngarongaro.	132. Herariki Kawana Hunia.
60. Horopapera Atirangi.	133. Pirihihi te Hau.
61. Karena Taiawhio.	134. Meretene Whakaewa.
62. Ruahoata.	135. Emiri Ngawhakawa.
63. Hakihaki te Wunu.	136. Ngahuia Tirae.
64. Te Waatarauhi te Hau.	137. Irihapete Ihaia.
65. Rihara Tarakihii.	138. Matina Tamaiwhakakitea.
66. Haruruki te Rangi.	139. Wi Waaka.
67. Te Rangi Mairehau.	140. Ani Marakaia.
68. Henare Hanuhanu.	141. Matina Karaitiana.
69. Te Porana Muruahi.	142. Miriama Piripi.
70. Hori Muruahi.	143. Harata te Roeti.
71. Henare Mahuika.	
72. Hehe Whakaka.	
73. Te Hutana Whakaka.	

SECOND SCHEDULE.

DIVISION of the Horowhenua Block by the Native Land Court, under the Provisions of "The Native Land Division Act, 1882."

No. of Division.	Area.	Owners.
	A. R. P.	
1	76 0 0	Meiha Keepa te Rangihiwini.
2	3,988 2 32	Meiha Keepa te Rangihiwini.
3	11,130 0 0	Ihaia Taueki and 105 others (see list A following).

SECOND SCHEDULE—continued.

No. of Division.	Area.	Owners.
	A. R. P.	
4	512 1 20	Hiroti te Iki and 29 others (see list B following).
5	4 0 0	Tamati Taopuku and Topi Kotuku.
6	4,620 0 0	Meiha Keepa te Rangihiwini.
7	311 3 15	Waata Tamatea, Te Peeti te Aweawe, and Hoani Meihana.
8	264 3 15	Mere Karena te Manaotawhaki, Ruahoata, and Karena Taia-whio.
9	1,200 0 0	Meiha Keepa te Rangihiwini.
10	800 0 0	Meiha Keepa te Rangihiwini.
11	14,975 0 0	Meiha Keepa te Rangihiwini and Warena te Hakeke.
12	13,137 0 0	Ihaia Taueki.
13	1 square foot	Wiremu Matakara.
14	1,196 0 0	Meiha Keepa te Rangihiwini.

List A.

LIST of Persons to whom it was ordered that a Certificate of Title under the Land Transfer Acts should be issued for Horowhenua No. 3 Block, on the Division of the Horowhenua Block by the Native Land Court in December, 1886.

No.	Owner.	No. on Original List of Owners.
1	Ihaia Tauweki	3
2	Noa te Whata	6
3	Motai Tauweki	7
4	Te Paki	11
5	Hoani Puihi	12
6	Raniera te Whata	13
7	Te Kerehi te Mihiwaha	14
8	Peene Tikara	18
9	Pire Tikara	20
10	Hoone	21
11	Karaitiana Tirawahi	22
12	Ngariiki te Raorao	24
13	Winara te Raorao	25
14	Te Wirihana Paeroa	27
15	Te Warena te Hakeke	28
16	Waata Muruahi	32
17	Noa Tawhati	33
18	Tahana Muruahi	35
19	Hopa Heremaia	37
20	Wiremu Matakatea	38
21	Ruka Hanuhanu	39
22	Himiona Kawai	40
23	Te Manihira te Rau	41
24	Taare Hereora	46
25	Taare Matai	45
26	Kingi te Patu	47
27	Rangipo Hoani	48
28	Kingi Puihi	49
29	Eparaima te Paki	52
30	Hori te Pa	53
31	Te Oti te Hou	56
32	Te Waatarauhi te Hau	64
33	Haruruki te Rangi	66
34	Te Rangi Rurupuni	5
35	Henare Hanuhanu	68
36	Te Porana Muruahi	69
37	Hori Muruahi	70
38	Henare Mahuika	71
39	Hopa te Piki	75
40	Te Manunui Tawhai	76
41	Ruta te Riri	88
42	Wiki Meiha Keepa	89
43	Mihiterana Kawana	90
44	Makere te Rou	92
45	Ani Kanara te Whata	93
46	Hiria Amorangi	95
47	Maata Huikirangi	96
48	Hariata Tinotahi	98
49	Oriwhia te Mitiwaha	99
50	Hera Tupou	100
51	Pirihihi te Rau	101
52	Riarona Taueki	102
53	Tiripa Taueki	103
54	Iritana	106
55	Rora Korako	109
56	Rhipeti Tamaki	110
57	Mereana Matao	111

List A—continued.

No.	Owner.	No. on Original List of Owners.
58	Rawinia Matao	112
59	Unaeki Taueki	113
60	Maata te Whango	116
61	Ruihi Wuunu	118
62	Heni Haimona te Iki	119
63	Hira te Rangitakoru	121
64	Ria Raikokiritia	126
65	Paranihia Riwai	127
66	Peti Kohu	128
67	Rakena Potaka	131
68	Herariki Kawana Hunia	132
69	Pirihira te Hau	133
70	Meretene Whakaewa	134
71	Emiri Ngawhakawa	135
<i>Deceased Owners.</i>		
72	Kawana Hunia te Hakeke	2
73	Rewiri te Whiumairangi	4
74	Te Rangī Rurupuni	5
75	Heta te Whata	8
76	Te Wirihana Tarewa	9
77	Inia Tamaraki	10
78	Tamati Maunu	15
79	Ihaka te Rangihouhia	16
80	Matene Pakauwera	17
81	Himiona Taiwehoroa	19
82	Riwai te Amo	23
83	Heta Matakara	29
84	Te Matenga Tinotahi	30
85	Hetariki Takapo	31
86	Petera te Ha	34
87	Tamati Muruahi	36
88	Te Herewini Rakautihi	42
89	Akuira Takapo	43
90	Ariki Hanara	50
91	Te Hapimana Tohu	51
92	Tiaki Tikora	55
93	Maaka Ngarongaro	59
94	Rihara Tarakihī	65
95	Te Waitere Kakiwa	77
96	Hereora	91
97	Heni Wairangi	97
98	Turuki	104
99	Pirihira te Wata	105
100	Wiki Hanita	107
101	Merehira te Marika	108
102	Ema te Whango	114
103	Roreta Tawhai	115
104	Mere Mionga	117
105	Arihia Toisoī	122
106	Peti te Uku	129

List B.

LIST of Persons to whom it was ordered that a Certificate of Title, under the Land Transfer Acts, should be issued for Horowhenua No. 4 Block, on the Division of the Horowhenua Block by the the Native Land Court in December, 1886.

No.	Owner.	No. on Original List of Owners.
1	Hiroti te Iki	54
2	Horopapera Atirangi	60
3	Ruahoata	62
4	Hakihaki te Wunu	63
5	Hehe Whakaka	72
6	Te Hutana Whakaka	73
7	Hāmiora Potau	74
8	Aperahama te Rangiwetea	81
9	Te Whatahoro	83
10	Marakaia Tawaroa	86
11	Karaitiana te Koro	87
12	Mere Karena te Manaatawhaki	120
13	Merehira Tohu	123
14	Rora Tohu	124
15	Merehira Waipapa	125
16	Harirota	130
17	Ngahuia Tirae	136
18	Irihapeti Ihaia	137
19	Matina Tamaiwhakakitea	138
20	Wi Waaka	139
21	Ani Marakaia	140
22	Matini Karaitiana	141
23	Miriama Piripi	142
24	Harata te Roeti	143
25	Karena Taiawhio	61
26	Ratima Potau	78
27	Matiaha Mokai	79
28	Hori te Mawae	80
29	Te Miha-o-te-Rangi	82
30	Ani Kanra Tiho	94

[Extract from *New Zealand Gazette*, of the 30th April, 1896.]

EXTENDING PERIOD WITHIN WHICH COMMISSIONERS UNDER "THE HOROWHENUA BLOCK ACT, 1895," SHALL REPORT.

To all to whom these presents shall come, and to JAMES CROSBY MARTIN, of Wellington, Esquire, ROBERT SMELT BUSH, of Auckland, Esquire, Stipendiary Magistrates, and JAMES CRAIG MCKERROW, of Morrison's Run, Greytown, Esquire, Settler, Greeting:

WHEREAS by a Commission, bearing the date the fourth day of February last, you, the said

JAMES CROSBY MARTIN,
ROBERT SMELT BUSH, and
JAMES CRAIG MCKERROW,

were appointed to be Commissioners for the purposes and with the powers in the said Commission, as published in the *New Zealand Gazette* No. 10, of the thirteenth day of February, one thousand eight hundred and ninety-six, pages 278, 279, and 280, more particularly mentioned: And whereas by the said Commission you were directed and required to report to me on or before the thirtieth day of April then next ensuing your proceedings, and your opinion touching the matters mentioned therein:

And whereas it is expedient that the said period should be extended as hereinafter provided:

Now know ye that I, David, Earl of Glasgow, the Governor of the Colony of New Zealand, in pursuance and exercise of the power conferred upon me by "The Horowhenua Block Act, 1895,"

and of all other powers and authorities enabling me in this behalf, and acting by and with the advice and consent of the Executive Council of the said colony, do hereby extend the period within which you shall (using all diligence) report to me as by the said Commission provided to the thirty-first day of May next. And with the like advice and consent, and in further pursuance and exercise of the said powers and authorities, I do hereby confirm the said Commission, except as altered by these presents.

In witness whereof I have hereunto set my hand, and caused these presents to be issued under the seal of the said colony, at Auckland, this sixteenth day of April, in the year of our Lord one thousand eight hundred and ninety-six.

(L.S.)

GLASGOW, Governor.

Approved in Executive Council.

ALEX. WILLIS,

Clerk of the Executive Council.

EXHIBITS.

EXHIBIT A.

WE hereby appoint Sir Walter Buller our solicitor in regard to the Horowhenua matter, and we hereby authorise him to take such steps as he may think fit for the assertion of our rights to the 15,000-acre Block, or any other part of the Horowhenua Estate, whether by Petition to Parliament or otherwise; and we hereby retain the said Sir Walter Buller to appear for us in the Supreme Court or in the Native Land Court, or before any Commission or other tribunal in relation thereto.

HE pukapuka whakatu tenei i a Ta Waata Pura hei roia mo matou i runga i te mahi mo Horowhenua, a, mana nga tikanga e whakahaere e ora ai matou i runga i te 15 mano eka, i era atu wahi ranei o Horowhenua, ma te whakaara Pitihana i roto i te Paremata, ma era atu ara hoki e tika ai. A ka herea e matou a Ta Waata Pura hei roia mo matou i runga i tenei raruraru, ki te Kooti Hupirimi ranei, ki te Kooti Whenua ranei, ki te aroaro o te Komihana ranei, ki etahi whakawa i tua atu ranei.

18th July, 1892.

Meiha Keepa Rangihwinui.
Rangimairehau.
Raniera te Wata.
Kerehi Tomo.
Hoani (his x mark) Tupou.

Witness to above signatures and marks—

JOHN KEBBELL,

A Justice of the Peace.

Noa (his x mark) Tame.
Waata Muruahi.
Winara Awarua.
Henare Wirihana.
Ariki (his x mark) Raorao.
Kingi (his x mark) Te Pa.
Hori (his x mark) Wirihana.
Karaitiana (his x mark) Terau-
ahi.
Warena (his x mark) Kereihi.
Hopa (his x mark) Heremaia.
Tare Porotene.

Witness to marks and signatures on this page—

MARAKU, Kai Titiro.

Unaiki Tame.
Maiangi (her x mark) Oriwia.
Puku Wirihana.
Wiha Mana.
Rihari Tarakihi.
Kanara (her x mark) Pehira.
Tiripa Muruahi.
Mirama Patu.
Hariata Ngamare.
Muna Te Pae.
Wi Te Pae.
Hetariki Motai.
Winara Matakatea.

Witness to above marks and signatures—

Kai Titiro,

MARAKU.

{ Te Mawae Parotene.
{ Te Ahuru Parotene.

Witness,—

JOHN DAVIES, J.P.

Witness to marks and signatures in the second column hereof,—

Kai Titiro,

MARAKU.

Pukapuka here i a Ta Waata Pura hei roia mo Horowhenua.

Ko te roanga tenei,

TAMATEA TOHU.

Makere (her x mark) Te Rangimairehau.

Raumiri (her x mark) Ihaia.

Rahira (her x mark) Tupou.

Hori Te Pa.

Mananui Tawhai.

Hema Henare.

Manihera (his x mark) Te Rau.

Rewi (his x mark) Wirihana.

Hopa Te Piki.

Kingi (his x mark) Wirihana.

Te Pae (his x mark) Reihana.

Paremata (her x mark) Katea.

Hare (his x mark) Tupou.

Arihi (her x mark) Porotene.

Ihaia (his x mark) Tauehi.

Waata (his x mark) Tupou.

Heremaia (his x mark) Parotene.

Noa (his x mark) Te Whata.

Oriwia (her x mark) Maiangi.

Riria (her x mark) Peene.

Tuhi Hori Wirihana.

Te Kiri Totara Hopa.

Ngahuia Wirihana.

Pirihira (her x mark) Hema.

Tiripa Waata.

Ani (her x mark) Kanara Te Pa.

Katarina (her x mark) Wirihana.

Mereana (her x mark) Maunu.

Hariata (her x mark) Taare.

Roka Hunia.

Hariata (her x mark) Mataia.

Tapita (her x mark) Himiona.

Oriwia (her x mark) Kahukue.

Ripeka (her x mark) Winara.

Tapita Himiona.

Pani (her x mark) Warena.

Hare (his x mark) Tauehi.

EXHIBIT B.

Ki a Taitoko,
E koro,

Purutaone, Maehe 7, 1888.

TENA koe. Te kupu ki a koe ka mau au i roto i enei ra. He rongo taima noku ko te ra mutunga ko apopo. Ki te kore e puta atu ia au ka mau au. Ko tenei kia puta to aroha ki a au. E koro, ka mau au, I whawhai maua ko Te Wirihana. Ko te take tenei i porangi noa atu ai au ki a koe. Ko toku mate ko £12,415. Kotahi he Warena Hopu, e rua he Warena Muru me nga Tamana e toru, hui katoa toku mate koia tenei ko nga moni i runga ake nei, e tai, ka raru au.

Ma te Pirihī e whakamarama ki a koe, e tai ki a koe anake tenei mea. Heoi.

Na to POTIKI.

EXHIBIT C.

MEMORANDUM OF TRANSFER.

I, WARENA TE HAKEKE, of Parewaenui, Lower Rangitikei, aboriginal native of New Zealand, being registered as the proprietor of an estate in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in all that piece of land situate in the Waitohu and Waiopēhu Survey Districts, containing one thousand five hundred acres, be the same a little more or less, and being a portion of Subdivision No. 11B of the Horowhenua Block, and of the land comprised in Certificate of Title, volume 48, folio 249, of the Register-book of the Wellington District. Bounded on the north-east by a public road 10,000 links, on the south-east by a public road 12,663 links; on the south-west by land reserved for a public road 100 links wide, 12,602 links; and on the north-west by other portion of Subdivision No. 11B aforesaid 16,098 links, be all the aforesaid linkages more or less: as the same is delineated on the plan drawn hereon, bordered red.

In consideration of the sum of six thousand pounds (£6,000) paid to me by Her Majesty Queen Victoria, the receipt of which sum I hereby acknowledge, do hereby transfer to Her said Majesty all my estate and interest in the said piece of land.

In witness whereof I have hereunto subscribed my name this 21st day of October, 1893.

WARENA TE HAKEKE.

Signed on the day above-named by the said Warena te Hakeke, a plan of the land comprised herein, and a statement in the Maori language of the effect of this memorandum of transfer, certified as correct by a licensed interpreter, having been previously indorsed hereon, and the effect of such statement explained to the said Warena te Hakeke by George Henry Davies, a licensed interpreter, in the presence of the undersigned, neither of whom are concerned in the transaction, and who hereby certify that the said Warena Te Hakeke clearly appeared to understand the same.

C. J. A. HASELDEN, J.P.

ROBERT C. SIMM,

Clerk, Wellington.

Statement in the Maori Language of the Effect of this Memorandum of Transfer.

KUA hokoa kua tino tukua whakareretia atu e Warena Te Hakeke o Rangitikei ki a Kuini Wikitoria mo ake tonu atu te wahi o Wahanga No. 11B o te Horowhenua Poraka e mau nei te whakaturanga i te mapi kua oti nei te hanga ki runga ki tenei pukapuka, te nui o te whenua kua oti nei te hoko te tuku whakarere (1,500) kotahi mano e rima rau nga eka nui ake iti iho ranei, ko te moni kua utua nei e Kuini Wikitoria ki a Warena Te Hakeke e (£6,000) ono mano nga pauna, a kua hainatia nei e Warena Te Hakeke tona ingoa hei tohu i te hokonga me te tukunga whakareretanga i te whenua nei, a hei whakaaetanga hoki i te rironga o te utu mo taua whenua ara i te £6,000 ono mano pauna i a ia.

I certify that the above is a correct statement of the effects of this memorandum of transfer.

GEORGE H. DAVIES,

Licensed Interpreter,

Wellington, 21st October, 1893.

[Sketch]

EXHIBIT C.

ENDORSEMENT ON DEED.

Wellington.—No. 750.

CORRECT for the purposes of the Land Transfer Act.

P. SHERIDAN,

Land Purchase Office.

EXHIBIT D.

Whanganui, 26th February, 1889.

MEMORANDUM OF AGREEMENT made between Major Keepa Rangihwinui, and Messrs. Peter Bartholomew and Clark Dunn, of Horowhenua, whereby the said Major Keepa consents and agrees to allow the said Peter Bartholomew and Clark Dunn to cut and fell all the standing trees on the thousand acres of Horowhenua Block, situate on the south side of the Weraroa Clearing towards the

sea; in consideration of the payment by them to him of the sum of five hundred pounds, the receipt of which is hereby acknowledged, such timber to be felled within the period of twelve years from this date: the said Messrs. Bartholomew and Dunn to have the privilege of erecting a saw-mill on any part of the block, also, as the land is cleared, Major Keepa to have the right of occupying same.

Witnesses:

RICHARD W. WOON, J.P.
STEPHEN CHARLES HARTLEY, Palmerston North.

MEIHA KEEPA RANGIHIWINUI.
BARTHOLOMEW AND DUNN.
[Stamp, 1s.]

[TRANSLATION.]

Whanganui.

HE PUKAPUKA KIRIMENA tenei he mea hanga ki waenganui o Meiha Keepa Rangihiwini, me Pita Patoromu raua ko Karaka Tana, no Horowhenua. Kua whakaaetia e taua Meiha Keepa kua whakaritea hoki kia tukua taua Pita Patoromu me taua Karaka Tana ki te tapahi ki te tua katoa nga rakau e tupu ana ki runga ki te mano eka o te Horowhenua Poraka, e tu nei ki te taha ki te Tonga o te Weraroa parae ki te taha ki te moana, i runga i te whakaaro ki te moni e rima rau pauna ka utua tonutia inaia nei, he rititi tenei mo te rironga mai o aua moni, me tua katoa enei rakau i roto i nga tau kotahi tekau ma rua ka timata i tenei ra. Ma taua Pita Patoromu raua ko Karaka Tana e whakatu tetahi mira kanikani rakau ki te wahi e hiahiaia ai e raua i runga i tenei mano eka. Ko te whenua ina pau haere nga rakau o runga kei a Meiha Keepa te whakaaro kia nohoia e ia.

Witnesses:

RICHARD WOON,
STEPHEN CHARLES HARTLEY.

MEIHA KEEPA RANGIHIWINUI.
BARTHOLOMEW AND DUNN.

I hereby certify the above translation to be a clear statement, in the Maori language, of the effect of the within written agreement, and was fully read over and explained to him before the said Major Kemp signed the same.

S. C. HARTLEY,
Licensed Interpreter, Palmerston North.

EXHIBIT E.

DEAR SIRS,—

Parewanui, 22nd February, 1889.

I will be able to go with you to Wanganui on Tuesday, the 26th instant, and will meet you at the Greatford Railway-station by the morning train. Please let me know by return post if that day will suit you or not.

I have notified Major Kemp.
Messrs. Bartholomew.

Yours faithfully,
WIRIHANA HUNIA.

EXHIBIT F.

DEED OF RELEASE AND DISCHARGE, DATED 19TH DAY OF OCTOBER, 1892.
(The Muaupoko people to Major Kemp te Rangihiwini.)

To all to whom these presents shall come: The undersigned parties hereto, being members of the Muaupoko Tribe, residing at or near to Horowhenua, in the Provincial District of Wellington, send greeting:

WHEREAS, on the tenth day of April, one thousand eight hundred and seventy-three, a certificate of title under the seventeenth section of "The Native Lands Act, 1867," was issued by the Native Land Court for the Horowhenua Block, containing fifty-two thousand acres of land, and situate on the west coast of the Wellington Provincial District aforesaid, in the name of Keepa te Rangihiwini, the names of other persons to the number of one hundred and forty or thereabouts being registered on the books of the Native Land Court as owners according to Native custom, and indorsed accordingly on the said certificate of title, pursuant to the said seventeenth section of the Act of 1867: And whereas the said Keepa te Rangihiwini, as such certificated owner, was in law and in fact a trustee for the registered owners, and liable to account to them for all rents and profits received by him for or on account of the said Horowhenua Block, or any part thereof: And whereas as a matter of fact the said Keepa te Rangihiwini did demise and lease by deed to one Hector Macdonald a portion of the said land for a period of fifteen years at the rack-rent therein named, receiving as such trustee the annual rents reserved by the said deed of lease, accounting for the same, and paying the money over to the registered owners from time to time, but taking no receipts or discharges in writing, such precautions being unusual, and deemed unnecessary as between chiefs and the tribes they represent: And whereas with the consent of the said registered owners certain deductions from the said rents were agreed to and made, from time to time, on account of professional and other costs incurred by the said Keepa te Rangihiwini: And whereas the said Keepa te Rangihiwini, in his capacity of a paramount Native chief, having in view the securing of certain benefits and rights to the Maori people under his immediate influence and control, and acting throughout under legal advice, incurred a heavy liability to Messrs. Sievwright and Stout, for solicitors' costs, and for moneys paid away to licensed interpreters and otherwise: And, whereas the said Keepa te Rangihiwini, acting on behalf of the said registered owners, negotiated a sale to the Government of a portion or portions of the said Horowhenua Block, and then, or afterwards, duly received from the officer of the Crown the purchase-money agreed to be paid in respect thereof: And whereas a subdivision

of the said Horowhenua Block was made by the Native Land Court, in the year one thousand eight hundred and eighty-six: And whereas on the occasion of such subdivision a portion of the said block, containing eight hundred acres, was by general consent of the owners, vested in the said Keepa te Rangihiwini, for the purpose of enabling him to settle the before-mentioned claim of Messrs. Sievwright and Stout: And whereas another portion of the said block was vested in the said Keepa te Rangihiwini for sale to the Government, for the purpose of giving final effect to the negotiations for sale hereinafter referred to: And whereas all the said dispositions, applications, and appropriations were made with the full knowledge and consent of the said registered owners: And whereas the moneys which came to the hands of the said Keepa te Rangihiwini, by virtue or in respect of his representative position, and in pursuance of the hereinbefore-mentioned arrangements, have been expended and applied in the manner at first intended, or subsequently approved by the said registered owners: And whereas the said parties hereto are perfectly satisfied with the disposition, application, division, and distribution by the said Keepa te Rangihiwini, of all such trust moneys and other moneys as aforesaid, and also with the management and disposition of the said trust estates and every part thereof: And whereas the said parties hereto acknowledge and admit that such division and distribution is in full satisfaction of their respective shares and interests therein as originally secured by the said voluntary agreement on the tenth day of April, one thousand eight hundred and seventy-three, or as modified by the subsequent agreement or agreements entered into by the parties on the division and apportionment of the said lands in 1886: And whereas it has been agreed to give unto the said Keepa te Rangihiwini a release and discharge for the same: Now these presents witness that, in pursuance of the said agreement, and in consideration of the various payments and dispositions made as aforesaid, and of other the premises, the said parties hereto do and each of them doth hereby absolutely release and for ever discharge the said Keepa te Rangihiwini, his heirs, executors, and administrators from the rents and profits, Government payments, and other moneys hereinbefore referred to, and all other the trust estate and premises, and the interest or income thereof and every part thereof respectively, and from all actions, proceedings, claims, and demands in relation thereto or otherwise under the said hereinbefore mentioned trusts or any of them, or for or in respect of anything relating to the premises: And these presents also witness that, in pursuance of the said agreement, and in consideration of the premises, the said parties hereto do hereby jointly, and each of them doth hereby severally, covenant with the said Keepa te Rangihiwini, his executors and administrators, that they the covenanting parties and each and every of them, their and every of their executors and administrators, will at all times hereafter keep indemnified the said Keepa te Rangihiwini, his heirs, executors, and administrators from all actions, proceedings, claims, and demands on the part of any person or persons rightfully claiming through or by or on account of the said parties hereto or any of them: Provided always, and it is hereby agreed and declared that, save as to back rents and profits and payments, the release herein contained shall not extend to or affect in any way any share or shares of or belonging in law or in equity to the said parties hereto or any of them in the block of land known as "Horowhenua Subdivision Eleven," containing fourteen thousand nine hundred and seventy-five (14,975) acres, being a part of the said before-mentioned block of fifty-two thousand (52,000) acres, and vested or intended so to be, by general consent of the said registered owners, in the said Keepa te Rangihiwini and Warena Hunia in trust for the Muaupoko Tribe.

In witness whereof the undersigned members of the said tribe have hereunto set their names this nineteenth day of October, one thousand eight hundred and ninety-two.

IHAIA TAUERI (his x mark) and sixty others.

[NOTE.—Statement in Maori indorsed, and certified to by Mr. Hector Macdonald, licensed interpreter; and all the signatures attested in due form by a Magistrate.]

To all whom these presents shall come: The undersigned parties hereto, being members of the Muaupoko Tribe, residing at or near to Horowhenua, in the Provincial District of Wellington, send greeting:

WHEREAS on the tenth day of April, one thousand eight hundred and seventy-three, a certificate of title under the seventeenth section of "The Native Lands Act, 1867," was issued by the Native Land Court for the Horowhenua Block, containing fifty-two thousand acres of land, and situate on the west coast of the Wellington Provincial District aforesaid, in the name of Keepa te Rangihiwini, the names of other persons to the number of one hundred and forty or thereabouts being registered on the books of the Native Land Court as owners according to Native custom, and indorsed accordingly on the said certificate of title, pursuant to the said seventeenth section of the Act of 1867: And whereas the said Keepa te Rangihiwini, as such certificated owner, was in law and in fact a trustee for the registered owners, and liable to account to them for all rents and profits received by him for or on account of the said Horowhenua Block or any part thereof: And whereas, as a matter of fact, the said Keepa te Rangihiwini did demise and lease by deed to one Hector Macdonald a portion of the said land for a period of fifteen years at the rack-rent therein named, receiving as such trustee the annual rents reserved by the said deed of lease, accounting for the same, and paying the money over to the registered owners from time to time, but taking no receipts or discharges in writing, such precautions being unusual and deemed unnecessary as between chiefs and the tribes they represent: And whereas, with the consent of the said registered owners, certain deductions from the said rents were agreed to and made from time to time on account of professional and other costs incurred by the said Keepa te Rangihiwini: And whereas the said Keepa te Rangihiwini, in his capacity of a paramount Native chief, having in view the securing of certain benefits and rights to the Maori people under his immediate influence and control, and

acting throughout under legal advice, incurred a heavy liability to Messrs. Sievwright and Stout for solicitors' costs and for moneys paid away to licensed interpreters and otherwise: And whereas the said Keepa te Rangihiwini, acting on behalf of the said registered owners, negotiated a sale to the Government of a portion or portions of the said Horowhenua Block, and then or afterwards duly received from the officers of the Crown the purchase-money agreed to be paid in respect thereof: And whereas a subdivision of the said Horowhenua Block was made by the Native Land Court in the year one thousand eight hundred and eighty-six: And whereas on the occasion of such subdivision a portion of the said block containing eight hundred acres was, by the general consent of the owners, vested in the said Keepa te Rangihiwini for the purpose of enabling him to settle the before-mentioned claim of Messrs. Sievwright and Stout: And whereas another portion of the said block was vested in the said Keepa te Rangihiwini for sale to the Government for the purpose of giving final effect to the negotiations for sale hereinbefore referred to: And whereas all the said dispositions, applications, and appropriations were made with the full knowledge and consent of the said registered owners: And whereas the moneys which came to the hands of the said Keepa te Rangihiwini by virtue or in respect of his representative position, and in pursuance of the hereinbefore mentioned arrangements, have been expended and applied in the manner at first intended or subsequently approved of by the registered owners: And whereas the said parties hereto are perfectly satisfied with the disposition, application, division, and distribution by the said Keepa te Rangihiwini of all such trust moneys and other moneys as aforesaid, and also with the management and disposition of the said trust estates and every part thereof: And whereas the said parties hereto acknowledge and admit that such division and distribution is in full satisfaction of their respective shares and interests therein as originally secured by the said voluntary agreement of the tenth day of April, one thousand eight hundred and seventy-three, or as modified by the subsequent agreement or agreements entered into by the parties on the division and apportionment of the said lands in 1886: And whereas it has been agreed to give unto the said Keepa te Rangihiwini a release and discharge for the same: Now these presents witness that, in pursuance of the said agreement, and in consideration of the various payments and dispositions made as aforesaid and of other the premises, the said parties hereto do and each of them doth hereby absolutely release and for ever discharge the said Keepa te Rangihiwini, his heirs, executors, and administrators, from the rents and profits, Government payments, and other moneys hereinbefore referred to, and all other the trust estate and premises and the interest or income thereof and every part thereof respectively, and from all actions, proceedings, claims and demands in relation thereto, or otherwise under the said hereinbefore mentioned trusts or any of them, or for or in respect of anything relating to the premises: And these presents also witness that in pursuance of the said agreement, and in consideration of the premises, the said parties do hereby jointly and each of them doth hereby severally, covenant with the said Keepa te Rangihiwini, his executors and administrators, that they, the covenanting parties, and each and every of them, their and every of their heirs, executors, and administrators, will at all times hereafter keep indemnified the said Keepa te Rangihiwini, his heirs, executors, and administrators, from all actions, proceedings, claims, and demands on the part of any person or persons rightfully claiming through or by or on account of the said parties hereto or any of them: Provided always, and it is hereby agreed and declared, that save as to back rents and profits and payments, the release herein contained shall not extend to or affect in any way any share or shares of or belonging in law or in equity to the said parties hereto or any of them in the block of land known as "Horowhenua Subdivision Eleven," containing fourteen thousand nine hundred and seventy-five (14,975) acres, being a part of the said before-mentioned block of fifty-two thousand (52,000) acres, and vested or intended so to be by general consent of the said registered owners in the said Keepa te Rangihiwini and Warena Hunia in trust for the Muaupoko Tribe.

In witness whereof the undersigned members of the said tribe have hereunto set their names this nineteenth day of October, one thousand eight hundred and ninety-two.

Ihaia (his x mark) Taueki.
 Ihaia (his x mark) Taueki.
 Rangimairehau.
 Henare Wirihana.
 Ariki (his x mark) Raorao.
 Hori (his x mark) Wirihana.
 Hopa (his x mark) Heremaia.
 Taare Porotene.
 Winara Awarua.
 Kingi (his x mark) Te Pa.
 Mawhera (his x mark) Te Rau.
 Karaitiana (his x mark) Terawahi.
 Waata Muruahi.
 Kerehi Tomo.
 Reihana (his x mark) Te Pae.
 Noa (his x mark) Tame.
 Raniera (his x mark) Te Whata.

Kaiwhare Rakuraku.
 Te Herewine (her x mark) Hoani.
 Para (her x mark) Matakatea.
 Makere (her x mark) Te Rangimairehau.
 Ripeka (her x mark) Winara.
 Ani Kanara (her x mark) Hori.
 Tuhi Hori Wirihana.
 Hori Te Pa.
 Oriwia (her x mark) Kahukore.
 Areta (her x mark) Te Pae.
 Ngahuia (her x mark) Heta.
 Muna (her x mark) Te Pae.
 Tiripa Waata.
 Raumia (her x mark) Ihaia.
 Kiri Hopa.
 Harirota (her x mark) Taare.

MEMO:—The above signatures are those referred to in the attestation on the foregoing page hereof, as certified to by us this nineteenth day of October, 1892.

W. LEO. BULLER,
 Solicitor, Wellington.
 TE KEREHI ROERA,
 Adult male, Mahunoa.

Signed by Ihaia Taueki, Te Rangimairehau, Henare Wirihana, Ariki Raorao, Hori Wirihana, Hopa Heremaia, Taare Porotene, Winara Awarua, Kingi Te Pa, Mawhera Te Rau, Karaitiana Terawahi Waata Muruahi, Kereihi Tomo, Reihana Te Pae, Noa Tame, Raniera Te Whata, Kaiwhare Rakuraku, Te Herewini Hoani, Para Matakatea, Makere te Rangimairehau, Ripeka Winara, Ani Kanara Hori, Tuhi Hori Wirihana, Hori Te Pa, Oriwia Kahukore, Areta Te Pae, Ngahina Heta Nuna Te Pae, Tiripa Waata, Rawinia Ihaia, Kiri Hopa and Harirota Taare, in our presence, this nineteenth day of October, 1892, the same having been first interpreted and explained to them by Hector McDonald, a duly-licensed interpreter, when they appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby certify that we are neither of us in any way interested or concerned in the matters to which this deed relates.

W. LEO. BULLER,
Solicitor of the Supreme Court, Wellington, N.Z.
TE KEREIHI ROERA,
Adult male, Mahunoa.

Further signatures to deed:—

Hopa Te Piki.	Riria (her x mark) Tikara.
Mananui Tawhai.	Mereana (her x mark) Maunu (otherwise Mereana Amorang).
Te Warena (his x mark) Kereihi.	Roka Hanita.
Rewi (his x mark) Wirihana.	Te Mawai T. Porotene.
Hone (his x mark) Tupou.	(Paea Matakatea, Winia Matakatea, Te Hou Matakatea, (by their trustee, Roka Hanita).
Kingi (his x mark) Wirihana.	Noa (his x mark) Te Whata.
Rahera (his x mark) Tupou.	Hema Henare.
Wiremu (his x mark) Te Pae.	Rihari (his x mark) Tarakihi.
Ria (her x mark) Taueki.	Putiputi (her x mark) Makere.
Hare (his x mark) Taueki.	Rora Hakaraia.
Akuhata Hone (by his trustee, Hopa Te Piki).	Waata Tamatea.
Pane (her x mark) Warena Kereihi.	Hauparoa Tohu.
Waata Tupou (by his trustee, Waata Muruahi).	
Pirihira (her x mark) Hema Henare.	

Signed by Hopa Te Piki, Mananui Tawhai, Te Warena Kereihi, Rewi Wirihana, Hone Tupou, Kingi Wirihana, Rahera Tupou, Wiremu Te Pae, Ria Taueki, Hare Taueki, Akuhata Hone (by his trustee, Hopa Te Piki), Pane Warena Kereihi, Waata Tupou (by his trustee, Waata Muruahi), Pirihira Hema Henare, Riria Tikara, Mereana Maunu (otherwise Mereana Amorang), Roka Hanita, and Te Mawai T. Porotene, in our presence, after being interpreted and explained to them by Hector McDonald, a duly licensed interpreter, when they appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby severally certify that we are neither of us in any way interested or concerned in the matter to which this deed relates.

FRED. STUCKEY,
A Justice of the Peace for and in the Colony of New Zealand.
W. LEO. BULLER,
A Solicitor of the Supreme Court of New Zealand, Wellington.

Signed by Paea Matakatea, Winia Matakatea, Te Hou Matakatea (by their trustee, Roka Hanita) in our presence, after having been interpreted and explained to them by Hector McDonald, a duly-licensed interpreter, when they appeared clearly to understand the effect thereof, and there being at the time of the execution thereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby severally certify that we are neither of us in any way interested or concerned in the matter to which this deed relates.

FRED. STUCKEY,
A Justice of the Peace for and in the Colony of New Zealand.
W. LEO. BULLER,
A Solicitor of the Supreme Court of New Zealand, Wellington.

Signed by Noa Te Whata, Hema Henare, Rihari Tarakihi and Putiputi Makere, in our presence, after being interpreted and explained to them by Hector McDonald, a duly licensed interpreter, when they appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby severally certify that we are neither of us in any way interested or concerned in the matter to which this deed relates.

W. LEO. BULLER,

A Solicitor of the Supreme Court of New Zealand, Wellington.

R. KENT,

Postmaster, Levin.

Signed by Rora Hakaraia in our presence, after the same had been interpreted and explained to her by Ernest Barns, a duly licensed interpreter, when she appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori, duly certified as correct by a licensed interpreter; and we hereby certify that we are neither of us in any way interested or concerned in the matter to which this deed relates.

ALBERT BARNES,

A Justice of the Peace, Wanganui, N.Z.

JOHN P. WATT,

Agent, Wanganui.

Signed by Waata Tamatea, after the same had been interpreted and explained to him, when he appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby severally certify that we are neither of us in any way interested or concerned in the matter to which this deed relates. Signed as aforesaid, in our presence, this 21st day of November, 1892.

A. T. BULLER,

Solicitor, Wellington.

J. ANDERSON,

Solicitor, Wellington.

Signed by Hauparoa Tohu, after the same had been interpreted and explained to him, when he appeared clearly to understand the effect thereof, and there being at the time of the execution hereof a statement of the contents in Maori indorsed hereon, duly certified as correct by a licensed interpreter; and we hereby severally certify that we are neither of us in any way interested or concerned in the matter to which this deed relates. Signed as aforesaid, in our presence, this 29th day of November, 1892.

H. W. BRIGGS, J.P.

C. RIDD,

Surgeon Dentist, Pahiatua.

Statement of Contents in Maori.

HE whakaaturanga tenei he mea kia mobio ai te ao katoa he mea tuhituhi na nga tangata o te iwi nei o Muaupoko e noho ana i Horowhenua era atu wahi tutata hoki o te Porowini-tanga o Poneke. Ko ti ritenga ia tenei. No te tekau o nga ra o Oketopa, 1873, i whakaputaina e te Kooti Whakawa Whenua tetahi tiwhikete i runga i 17 o nga rarangi o te Ture mo nga whenua Maori 1867 he tiwhikete ia mo tetahi poraka whenua ko Horowhenua te ingoa, e rima te kau ma rua mano eka i whakaputaina e te Kooti ki te ingoa o Keepa te Rangihiwini, a ko nga ingoa o nga tangata nona tenei whenua i tuhia ki tua o taua tiwhikete i runga i nga ritenga o taua rarangi tekau ma whitu o tau 1867. Ko nga tangata i uru ki taua tuhituhinga kotahi rau e wha tekau. A no te urunga o taua Keepa te Rangihiwini ki roto ki taua tiwhikete ka tu ia hei kai-taiki mo tona iwi a mo te puta mai ki a ia nga moni reti moni pehea ranei o taua whenua ka tukuna mariretia e ia ki te hunga nona te whenua. A no muri nei ka rihitia e Keepa Te Rangihiwini tetahi wahi o taua poraka ki a Heketa Makitonore mo nga tau tekau ma rima, a, tango ana ia i nga moni o taua rihi ia tau ia tau me te hoatu tika ano e ia ki te iwi ia takiwa ia takiwa, engari kahore ia i tango rihiti mo aua moni kahore hoki te rangatira Maori e whai ritenga pera ki tona iwi ake, mo te aha hoki kia tupato noa ai ki a ratou. Otira, i ata whakaaetia ano e taua hunga nona aua moni nga mea e pau ana i nga roia i nga whakahaere hoki a Keepa Te Rangihiwini i runga i ana ritenga tiaki. A, tenei hoki tetahi mea. I mahia e taua Keepa Te Rangihiwini tetahi tikanga nui e ora ai ki tona whakaaro te iwi Maori, he mea ata tohutohu ki a ia e ona roia Pakeha, a i tana mahinga i taimaha ki runga ki a ia nga utu ki ona roia, ki a Tiwiraiti raua ko Taute, me nga moni e hoatu ana e raua ki nga kai-whakamaori raihana e utua ana hoki e raua ki nga aha ki nga aha. A, tenei hoki tetahi. I takoto tetahi whakahaerenga hoko a Keepa Te Rangihiwini ki te Kawanatanga mo tetahi wahi o taua whenua, a, riro mai ana i a ia nga moni o taua hoko. A, i runga i te wehewehenga o taua

poraka whenua i te tau 1886 i whakaae katoa te iwi kia tukuna ki a Keepa Te Rangihwinui te waru rau eka hei tuku atu mana ki ana roia ki a Tiwiraiti raua ko Taute hei whakaea i ana taimahatanga. A, i ata tukuna hoki e te iwi ki a ia tetahi wahi ano o taua poraka hei whakaoti marire i a raua whakaritenga hoko ko te Kawanatanga. A, i te mea i whakahaerea katoatia ena mahi e Keepa te Rangihwinui i runga i te ata whakaae marire a te iwi nona te whenua: a, i te mea kua whakahaerea tikatia e Keepa Te Rangihwinui nga moni katoa e tae mai ana ki roto ki tona ringa, ara, kua rite ano ki ta te iwi i tohutohu ai i te tuatahi kua ata whakatikaia ranei e te iwi i muri mai nei. Heoi, ko te ritenga tenei, kua tino pai, kua tino whakaae, te iwi ki te whakahaerenga a taua Keepa Te Rangihwinui i aua moni, me tana wehewehenga me tana tuwhanga me tana ahatanga i aua moni a te iwi, me tana whakahaerenga hoki i nga whenua i hoatu e te iwi hei tiaki mana. A, e mea ana te iwi inaianei kua oti pai ena mahi katoa kua pau tika ena moni i runga i nga whakahaere a Keepa Te Rangihwinui, i runga hoki i te tiwhikete whakaaetanga o te tekau o nga ra o Aperira, 1873, i runga hoki i nga whakaritenga houtanga a Te Kooti wawahi i te tau 1886. A, i te mea kua whakaae taua iwi ki te hoatu i tetahi pukapuka kawenata ki a ia hei whakapumau i tenei korero whakatikatika i a ia. Koia i tuhia ai tenei titi. Na ko tona ritenga tenei i runga i taua whakaaetanga nei a te iwi, a, i runga i nga moni kua homai e taua Keepa Te Rangihwinui ki a ratou ia takiwa ia takiwa i runga hoki i ana whakahaerenga tika mo nga whenua mo nga moni hoki ka tuhituhia, ka tino whakapumautia e ratou katoa e ratou takitahi hoki tenei titi whakaputa i a Keepa Te Rangihwinui i ona uri, i ona kai-whakarite, i ona kai-whakakapi i muri i a ia. A, ka awhina ia, ara, a Keepa Te Rangihwinui e ratou he mea kia kaua ia e tonoa peheatia e tamanatia ranei e toia ranei ki te whakawa mo ana mea katoa, kua whakaaetia nei hoki i tika taua whakahaere a taea noatia te otinga. Tenei hoki tetahi ritenga o tenei titi. I runga i nga korero kua takoto i runga ake nei i runga hoki i te marama i te tika ka whakaae katoa ana tangata e mau iho nei o ratou ingoa, ara, ka whakaae pono ki taua Keepa Te Rangihwinui mo ratou ake, mo a ratou uri, mo a ratou kai-whakarite, mo o ratou kai-whakakapi i muri i a ratou, ka tiakina tonutia e ratou te ingoa pai o Keepa Te Rangihwinui kia kaua e korerotia kinotia e mahia peheatia ranei, e wai ranei o ratou i runga i nga ritenga o te Ture, i runga hoki i to ratou whai-paanga ki tenei whenua ki Horowhenua. Engari ko tetahi tino kupa tenei o te titi nei. Haunga ano ia nga moni reti me era atu moni e korerotia nei mo te takiwa kua pahure ake, Kahore tenei titi e eke ki runga ki nga hea a aua tangata i te wawahanga nama tekau ma tahi o Horowhenua Poraka, tekau ma wha mano e iwa rau e whitu tekau ma rima nga eka. Ko tetahi wahi hoki tenei o taua rima tekau ma rua mano eka i korerotia i runga ake nei: No te mea ko taua whenua nei ko nama tekau ma tahi i tukuna e ratou ki te ingoa o Keepa Te Rangihwinui raua ko Warena Hunia hei tiaki ma raua hei whenua tuturu mo te iwi nei mo Muaupoko. A, mo to ratou whakaaetanga ki nga ritenga katoa o tenei titi kua tuhi ratou i o ratou ingoa i te tekau ma iwa o nga ra o Oketopa, 1892.

I, Hector McDonald, a duly licensed interpreter, do hereby certify that the foregoing is a correct statement in the Maori language of the contents of the within written deed.

HECTOR McDONALD,
Licensed Interpreter.

[Stamp, 10s.]

[Reg: Wellington, 25/10/92.]

ENDORSEMENT ON DEED.

Dated 19th day of October, 1892.

[1884.—Stamp: Wellington, 25/10/92. W.]

THE Muaupoko Tribe to Major Kemp Te Rangihwinui.—Deed of Release and Discharge.

[Registered: W. B. E., Register 10, fol. 62.]

EXHIBIT G.

(Indorsed: Hector McDonald.)

LEASE-MONEYS PAID.

LEASE made by Sir Walter Buller, 1st December, 1876, to date from 5th October, 1876.

	£
Paid Kemp and Muaupoko here, through Buller, on the above date	... 400
Paid Muaupoko, Oct. 20th, 1877	... 100
Leaving debit balance	... 100
(Father died, 1878. Rent owing, 1878.)	
Paid Dr. Buller £30, and Kemp £5, August 6th, 1879, to be deducted from rent	... 35
Paid Ihaia and tribe, Sept. 13th, 1880, leaving £100 to be paid on Muaupoko's return from Turakina	... 364
Paid this, April 25th, 1881	... 100
Paid Kemp at Ranana, June 30th, 1881	... 200
Paid Ihaia and tribe, Dec. 29th, 1882	... 300
Paid Kemp at Upokongaro, August 16th, 1884	... 150
Paid Kemp at Palmerston, April 25th, 1885	... 300
Paid Baker for Kemp, Oct., 1886, first year	... 400
	£2,449

(Of which Kemp received £655.)

HECTOR McDONALD,—16/3/96.

EXHIBIT GA.

Kia Kita Makitonore. Ranana, 4 Hepetema, 1880.
 TENA koe. Kua tae mai to reta ki a au whakaatu mai i nga mahi a te Wiremu, ara, Horowhenua. Heoi mau tena e titiro atu. He kupu ano tenei naku ki a koe. Ko nga moni reti o Horowhenua me whakatakato e koe ki te aroaro o Muaupoko katoa, ara, ki te ringa o Ihaia Taueki. Ko nga moni o nga tau e rua me tuku ki o ratou ringaringa, Timata mai i tenei tau me waiho ena i tou ringa kia puta atu rano he whakaaro i ahau.
 Heoi ano.

Na MEIHA KEEPA R.

EXHIBIT H.

IN THE COURT OF APPEAL OF NEW ZEALAND.

The Wellington and Manawatu Railway Company (Limited), Appellant; and Her Majesty the Queen, Respondent.

CASE ON APPEAL.—TRAVERS, Wellington.

Answer.—HER MAJESTY the Queen, by Martin Chapman, her solicitor, in answer to the petition of the suppliant, says as follows:—

1. Her Majesty admits the allegations contained in the first paragraph of the Petition, but claims leave to refer to the whole of the deed therein, in part only set out.

2. Her Majesty admits that the suppliants performed the said contract, but denies that all times elapsed and all things happened and all conditions were fulfilled to entitle the suppliants to performance of the said contract so far as concerns the land mentioned in the Petition, as will more fully appear.

3. Her Majesty denies that within the period of five years, computed from the date of the said contract, Her Majesty acquired the land mentioned in the fourth paragraph of the Petition, and that the suppliant was entitled to have such land assessed and valued and such other matters and things done as are set out in the fifth paragraph of the Petition.

4. Her Majesty denies that the acts and omissions mentioned in the sixth paragraph of the Petition were in breach of the said contract, and that the lands mentioned in the said Petition were available as alleged for the purposes of being set apart and selected by and granted to the suppliants as alleged in the said paragraph, but admits the other allegations of fact in the said paragraph.

5. Her Majesty alleges that before the 19th day of June, 1887, the said lands were the lands of one Meiha Keepa Rangihiwini, a person of the Native race of New Zealand, and the same were not demesne lands of Her Majesty until the said 19th day of June, 1887, and that on the said 19th day of June, 1887, Her Majesty entered into a contract with the said Meiha Keepa Rangihiwini for the sale thereof to Her Majesty on certain terms, and that on the said 19th day of June, 1887, the said Meiha Keepa Rangihiwini, by a transfer executed under the provisions of "The Land Transfer Act, 1885," transferred to Her Majesty all his estate and interest in the said land, and that on the same day the terms and conditions on which such transfer was made were reduced into writing and signed by the said Meiha Keepa Rangihiwini, and Her Majesty says that she acquired the said land within the meaning of the contract mentioned in the first paragraph of the Petition on the said 19th day of June, 1887, and not sooner.

6. Wherefore Her Majesty claims judgment that the Petition be dismissed with costs.

* * * * *

[Piece of Exhibit has been cut off here.]

I was in Mr. Mackay's room when Kemp put his name to that memorandum.

1. Did Kemp tell the Minister why he wanted to sell the land?—Yes.
2. What did he tell him?—Because he wanted a township there.
3. What was to be done with the price? Who was to get the money?—Keepa and myself.
4. Did you and Keepa receive the money at the time?—Yes.
5. Did you know the provisions of "The Native Land Administration Act, 1886," providing for the Government selling land as agent for the Natives?—Yes.
6. Can you say whether Kemp agreed at any time that that land should be dealt with in that manner?—Yes.
7. Did Kemp agree that the land should be dealt with under the Act?—He consented that that land should be sold in accordance with that Act, similar to the lands that are purchased by the Government from the Natives. We would consent that the Government should sell the land in small portions; and if the Government would purchase right out we agreed.
9. Had you further interviews with the Government about it?—Yes; after the land had been subdivided by the Land Court—in 1887, to my belief—in June perhaps.
10. You say the Government could either buy it right out or lay it off for a township, and sell on behalf of the Natives?—We wished the Government to purchase the land; there was so much trouble about it—some other mode in which they wished to deal with the land. We wished them to purchase it themselves.
11. Mr. Ballance proposed to deal with it another way . . . under that Act?—Mr. Ballance wished it to be sold . . . that the Government should "market" it.
12. Did you agree to that?—No.
13. Did you ever agree to that?—No.
14. What was the money paid to you—the two sums of £150 and the £200?—Major Kemp took from the hands of Mr. Lewis £150, and he gave it to me.
15. What was it for?—For the land to be secured—the townships. The moneys would be placed upon the land.

16. Do you know of any proposal by McDonald about the sale of the township on Kemp's behalf?—McDonald was our companion when we saw Mr. Lewis and the Minister.

17. But of any proposal before that?—Yes.

18. What was to be the name of the township?—Major Kemp had a word about the naming "Taitoko." McDonald gave me the name of a portion that was to be set apart for a park—"Hunia Park."

19. Did the Government then agree to purchase?—Yes.

19A. Were you present when the price per acre was fixed?—Kemp and I were here.

20. How much was it?—£1 10s.

21. Before the price was ultimately fixed, had there been previous discussions as to the price between Kemp and the Government?—Yes.

21A. Often?—Yes. We named a large price, and the Government would not consent to it. There was a great deal of discussion about it.

22. When did you first agree to the £1 10s.?—About the end of July or August, according to my memory. There was so much argument about the price I cannot remember.

23. After June, 1886, was there any more talk about the Government "marketing" the land, or was it always about a sale?—There was conversation about "marketing."

24. Did you agree to it?—No.

25. *Cross-examined.*] When you saw Mr. Ballance and Mr. Lewis in June, 1886, were you much pressed for money?—I had money.

26. Did you want money to pay your debts?—I did not then, at the commencement, ask for any money in Wellington. I had debts at that time.

27. Were your creditors pressing you?—Yes.

28. Were your creditors not strongly pressing you?—They did ask for payment of their accounts.

29. And were you anxious to get money to pay their accounts?—After the land had been divided at Palmerston in November, 1886, Kemp and I were desirous of raising money.

30. But in June?—No.

31. Was Kemp being pressed?—No. My creditors did ask for their money, and I paid them.

32. What was that Mr. Ballance consented to?—He consented, and we had the money, £500. That is the proof he consented. Upon the conversation that the Government should sell the land to the Europeans or keep it themselves.

33. It was not fixed that the land was to be sold to the Government?—That was fixed in 1887. The Government had really acquired the land in 1887. It had gone over to them. It was not then left to them, that the Government should divide it and sell it.

34. That was settled in 1887?—Yes.

[Memorandum of interview with Major Kemp *re* Horowhenua, 29th June, 1886, translated to witness by Mr. Baker.]

35. Were you there when that was signed?—No; I think I was in Mr. Mackay's room.

36. Did you know a document was signed?—Kemp told me.

37. Did he tell you what was in the document?—He told me some of it. He said Mr. Lewis and myself and the Minister have agreed that there is to be £500 paid. The land is to be laid out as a township, and the Government can purchase out-and-out, or the Government can market it. I told Mr. Lewis the £500 was very small, it ought to have been £1,000. I did not come to the Government at that time to talk about money.

Re-examined.

38. Was there anything afterwards said (after the first interview) about the Government marketing the land?—Yes, after that. We never did agree that the Government should market it.

39. Who first suggested that plan? Was it Kemp or you?—Perhaps Major Kemp and the Minister.

Alexander McDonald, Awahuri: I know Major Kemp. In June, 1886, I sent on his behalf a proposition to the Government about the sale of this land. I was present at several interviews about the land with the Government. The Native Land Administration Act was very fully discussed on several occasions. The subject was introduced by Mr. Ballance. Kemp was willing to have the land brought under the Act, provided an estimate of the value should be first made, and the Commissioner should pay over the amount of that valuation to himself. Mr. Ballance did not consent to that. I understood Kemp had undertaken to get a title to this 4,000 acres. The land had not yet been divided. Up to that date Kemp had not applied for a subdivision. The intention was that he should make that application.

40. Was the mode of dealing with the land determined on?—I clearly understood that it was agreed the land should be purchased by the Government, in consequence of Kemp's positive refusal to allow it to come under the Act. It was either at the meeting at Mr. Ballance's private house or at the Native Office, in June, 1886. Mr. Ballance agreed to send up the Chief Surveyor to value the land with a view to its purchase. Mr. Marchant I understood went up, but I never saw his report, and do not know what he reported. At one of these interviews in the Native Office, within these few days, it was agreed that the Government should advance £500 to Major Kemp, and that simultaneously he should sign the application for a subdivision of the block, which was done.

41. During these negotiations did Kemp ever agree to any mode of dealing with the land except sale?—He agreed to nothing but absolutely to sell the land to the Government, subject to the reserves mentioned in my proposal. There was no secret in Kemp's object. It was to raise money to pay Sievwright and Stout, and to pay for the subdivision of the block amongst the 152 owners. Kemp wanted each man to have a section. This was why Kemp insisted on selling out-and-out. That was openly mentioned and discussed as the chief object for which the money was wanted.

42. The actual price was not fixed?—It was not fixed to my knowledge, except that it was to be left to arbitration if the parties disagreed.

Cross-examination.

43. I am not now the agent for the Wellington and Manawatu Railway Company. I was their agent at the time of these meetings about the Horowhenua Block. My special business was to get a title to the railway-line, which it was impossible to get until this subdivision had been made. I knew nothing of this stipulation as to acquisition of land within five years. Kemp and myself left Wanganui together on the 15th or 16th of June, 1886, to come to Wellington about the sale. Hunia came afterwards. It was during these days we were in town that we had the interview at Mr. Ballance's house. It was all within a week or eight days.

44. Then this was all before you wrote your proposal of 25th June, 1886?—We had had interviews before the letter was written at which Kemp had, apparently, been asked to submit a definite proposal. On the 25th I wrote to suggest that Kemp is now prepared to make that definite proposal. There must evidently have been meetings or a meeting after that proposal, and the meeting at Mr. Ballance's house would be after that again—the meeting at which he said he would end up the Chief Surveyor to value the land.

45. Had you had any interviews with Mr. Ballance after 29th June, 1886?—I am unable to say. I do not think I was present when Kemp signed that memorandum (of 29th June). Whether I had left Wellington or not I do not know. I certainly was there when Kemp's application for subdivision was signed, because that was my chief business in Wellington.

46. Were there any interviews after the application was signed?—Certainly, the interview at Mr. Ballance's house was after that. I remember giving evidence before a Commission in 1887 on this subject. I answered such questions as were put to me.

[Chapman quotes Q. No. 335 and answer, Parliamentary Papers I-5A, p. 20, as follows.]
 “335. You were employed by the company, and acted under the impression that it was in accordance with arrangements with the Crown, for the purpose of getting Kemp to bring the land before the Court after subdivision, with a view to allocation to the Crown to supplement the endowment to the company?—Yes.”

CHAPMAN opened for defence, and called—

Thomas William Lewis, Under-Secretary in the Native Department, and also in charge of the Land Purchase Department:—

1. You remember the beginning of the purchase of the Horowhenua Block?—In 1886, you mean?

2. The beginning of the transactions relating to the purchase?—I do.

3. How did these transactions begin?—The first I recollect in 1886 was the visit of Kemp and Mr. McDonald to Wellington, and their interviews with the Native Minister and myself. The whole, or nearly the whole, were in my presence. All that took place at the Native Office. I think I can state positively that none took place at Mr. Ballance's house at which I was present.

4. Did you receive any minute from the Minister of the result of any meeting at his house?—No; I should say, if the Minister had made any arrangement of importance, he would send a minute of it to the office. The result of the negotiations at the office is expressed in my memorandum of the 29th June, 1886. Many of the conversations were of considerable length. That memorandum reduced to writing the ultimate result. I have seen McDonald's letter, and the accompanying memorandum. That was considered previously to my memorandum. As to the receipts for money, those payments were made in accordance with my memorandum of the 29th June, 1886, clause 5.

5. Not in reference to any other contract?—No. That clause proposes an advance of £500.

6. After that date, what next happened?—The next was some months afterwards, when Kemp again opened negotiations, in 1887, with a view of selling to the Crown.

7. Did he ask a price for the land?—Yes, he asked £3 or £3 10s. per acre. The negotiation was not in writing. It was in June, 1887. I find a telegram from myself to the Native Minister which fixes the date. I had been authorised to make an offer to Kemp of £1 10s. an acre, which he declined. Matters so continued till 19th July, then Kemp accepted the offer. Then I wrote out the memorandum of 19th July, 1887; copy annexed to my affidavit filed March 14th, 1889. I was in Palmerston when the Native Land Court sat in November, 1886. I was there on other business.

8. Had you any negotiations then respecting the purchase?—None. Respecting the purchase, I was interviewed by Kemp, Mr. McDonald, and Mr. Wallace, to ask me to assist Kemp with reference to the division of the Horowhenua Block, and also in reference to a portion of the land that Kemp wished to cut off to satisfy a claim of Mr. Sievwright's. I declined to interfere unless under instructions from the Minister. Kemp applied to the Minister, and I received instructions from Mr. Ballance to give Kemp what assistance I could in the matter. There was a Proclamation on the land at the time, under “The Native Land Purchase Act, 1877.” The Proclamation was removed over a particular portion to let Mr. Sievwright in.

9. Was that what your good offices were required for?—Not wholly; partly in relation to the subdivision of the block. There was a dispute between Kemp and the other Natives, and I gave evidence in relation to some old matters not affecting this 4,000 acres at all. It had nothing to do with the allotment in severalty to Kemp of the 4,000 acres. The Government had determined at this time not to purchase.

10. Between the date of subdivision and 19th June, 1889, had you any dealings with Kemp about the land?—None whatever; nothing that I remember; I find no letter among the correspondence, and I remember nothing.

11. How did the new negotiations begin?—Kemp was in Wellington in June, 1887. I had received from the Surveyor-General a valuation of the block by Mr. Marchant. The date of Mr. Marchant's report to the Surveyor-General is 28th May, 1887. The Native Minister at the time was in Wanganui. I telegraphed to him that Kemp had had a long interview with me relating to Horowhenua. I had told Kemp that the Government would not offer more than £1 10s. an acre. On the 16th June I telegraphed again that Kemp had declined the offer of £1 10s., and that McDonald urged that Kemp's offer of £2 an acre be accepted, or that the Government advance Kemp money and let him arrange the survey himself. That was on the assumption that the sale should be under "The Native Land Administration Act, 1886."

Cross-examined.

There is a valuation by the Chief Surveyor. I have not here the minute instructing him. I have his report. I do not find any minute of instructions to the Surveyor-General to report. There were none from me that I remember. Very likely clause 3 of the memorandum of 29th June, 1886, refers to the proposal of Kemp made through McDonald (25th June, 1886). That proposal might have been carried into effect either under the Act or by special arrangement. But the agreement specified in my memorandum of 29th June modifies the proposal of 25th June, 1886. Keepa wanted money, and could not deal with the land without the consent of the Crown. I remember no negotiations between 29th June, 1886, and the agreement of 19th July, 1887.

[Before Waste Lands Committee—Question 249, Parliamentary Papers, p. 19] : '249. Were the negotiations with the Natives confined to the 4,000 acres purchased?—Yes. 250. Was that all Kemp expressed a desire to sell?—Yes; Kemp was anxious to raise money, and he found that this township scheme was not likely to provide funds, and he, therefore, offered this 4,000 acres. 251. He was very much pressed for money?—Yes, he expressed himself so. The 4,000 acres was all that Kemp desired to sell. The township scheme was that referred to in McDonald's memorandum. 252. How long a time elapsed between the arrangements for the purchase and the payment of the money?—A portion of the money was paid on the date of the agreement.'

I had no opportunity of correcting my evidence before the Committee. I will not say that the answer was correct.

[Documents put in: 1. McDonald's letter and proposal of 25th June, 1886. 2. Memorandum of Mr. Lewis of 29th June, 1886. 3-6. Vouchers for the £500 (three). 7. Agreement of 19th July, 1887.]

The following are the exhibits referred to in the evidence:—

SIR,—

Wellington, 25th June, 1886.

Major Kemp desires me to inform you that he is now prepared to submit proposals to you for the settlement of Horowhenua, but wishes to do so in a personal interview with you, in order that he may have the benefit of your advice, if you will kindly take the trouble to advise him, and also that he may be able to give any explanation you may require. Major Kemp is anxious to return to Wanganui, as he is far from well, and if you could find time to see him this evening or to-morrow he would be very glad.

I have, &c.,

A. McDONALD,

Licensed Interpreter.

The Honourable Native Minister.

[TRANSLATION.]

CONDITIONS upon which Major Kemp proposes to sell a block of land to the Government for a township at Horowhenua:—

1. The township to be named "Taitoko."
2. The acres for the township to be 4,000 acres, of which it is estimated that 1,280 acres will be on the east side of the railway, with two miles frontage to the railway, and the remainder of the land on the west side of the railway, also with two miles frontage.
3. One hundred acres, by estimation, to be reserved (made sacred) as a garden for the said town by the side of the Horowhenua Lake, the trustees for which garden shall be Major Kemp and His Excellency the Governor; but when there is a Mayor or Council for the said town, then the said Mayor or Council shall be the trustee with Major Kemp, instead of His Excellency the Governor.
4. Four acres shall be reserved (made sacred) as a square for the said town, with the same trustees as above mentioned for the garden.
5. Ten acres shall be reserved (made sacred) as sites for schools or college under the law of New Zealand, said sites to be for Maori or European children.
6. The remainder of the land, 3,886 acres of the said town, shall be sold to the Government; and the survey of the said town shall be proceeded with forthwith, and when a map has been completed the Government shall return every tenth section under Crown grant to Maoris who shall be named by Major Kemp. The price of the land—that is, for the 3,886 acres—shall be decided by the Government. But if Major Kemp and the Native Minister cannot agree as to price, they shall refer the question to arbitration, one arbitrator to be appointed by the Native Minister and one by Major Kemp.
7. The Lakes Horowhenua and Papaitonga, and the streams issuing from them to the sea, and a chain round the borders of the lakes, shall be reserved, so that they may not be drained, for which purpose Major Kemp shall be appointed trustee.
8. Major Kemp has also divided the owners of Horowhenua into five classes.

9. If these proposals are approved by the Native Minister, Major Kemp will apply to the Native Lands Court to subdivide the block in order that the town and each class of owners shall get their portion.

MEMORANDUM of INTERVIEW with Major KEMP *re* HOROWHENUA.

1. Major Kemp asks for the services of a surveyor to fix sites for town and suburban land, and to furnish estimate of cost of survey.

2. Major Kemp sends in at once an application for subdivision, and desires to have Court as soon as possible.

3. Major Kemp agrees that it will be better to defer arrangement with the Government as to whether block shall be purchased by the Crown or whether the Government shall act as agent for the Native owners until the Native Land Court has adjudicated upon the subdivision.

4. Major Kemp considers that the most convenient place for the Court to sit would be Foxton.

5. Major Kemp asks that an advance of £500 be made to him, to be deducted from the proceeds of the 4,000 acres proposed to be set apart as town and suburban lots. He does not wish to draw the whole of the money now, but will send an order to draw upon it as required for expenses of Court or other matters connected with block.

The above are the notes of what has taken place at the meeting between Major Kemp and myself this day *re* the question of Horowhenua, and the numbered paragraphs have been read over to and concurred in by him.

T. W. LEWIS, U.S.

MEIHA KEEPA R.H.

Read over to Meiha Keepa in the Maori language, and certified to by him as being correct.
29th June, 1886.

G. H. DAVIES, Licensed Interpreter.

MEMORANDUM of AGREEMENT between MEIHA KEEPA TE RANGIHIWINUI and the Crown.

1. Meiha Keepa sells to the Crown the portion of Horowhenua Block awarded to him by the Native Land Court by order made at Palmerston North, on the 25th day of November, 1886, containing four thousand (4,000) acres at thirty shillings per acre, six thousand pounds (£6,000), for which he will sign a transfer or conveyance absolutely conveying the land to the Crown.

2. On his signing the transfer or conveyance, the sum of two thousand five hundred pounds (£2,500) shall be paid to him; this, with the advance of five hundred pounds (£500) already received (the receipt of which is hereby acknowledged), making up half the price of the land sold.

3. The balance of three thousand pounds (£3,000) to be left with the Government at interest at 5 per cent. per annum. The computation of interest to commence from the 1st of January, 1888. The interest is to be paid half-yearly from that date to the credit of the said Meiha Keepa at the Bank of New Zealand, Wanganui, and the principal of three thousand pounds (£3,000) to be paid to Meiha Keepa, his heirs or assigns, on the 1st January, 1893.

The receipt of any officer of the bank for any such payments of interest as aforesaid to be a sufficient discharge to the purchaser.

This agreement cancels all former agreements and undertakings between Meiha Keepa and the Government respecting this block now transferred to the Crown.

T. W. LEWIS,

Under-Secretary.

Native Land Purchase Office, Wellington, 19th July, 1887.

I quite understand and agree to the terms of the afore-written agreement.

MEIHA KEEPA TE RANGIHIWINUI.

Signed in the presence of—

P. SHERIDAN,

Accountant, Land Purchase Department.

THOMAS G. POUTAWERA,

Licensed Interpreter.

Treasury Voucher No. 25117.

The New Zealand Government. (Department or Service), Native Land Purchase Department.

Dr. to Meiha Keepa.

30th June, 1886.—Wellington Provincial District; Otaki District; Taitoko (part of Horowhenua) Block; 4,000 acres; price unfixd.

Payment on account of purchase of the above-named block of land, £150.

I certify that to the best of my knowledge and belief the foregoing account is true and correct in every particular.

T. W. LEWIS.

Received from the Paymaster-General by cheque on Wellington, countersigned this 30th day of June, 1886, by T. W. Lewis, Esq., the sum of one hundred and fifty pounds, in full payment of the above account.

Witness to payment and signature—

MEIHA KEEPA RANGIHIWINUI.

GEORGE H. DAVIES,

Translator, Native Department.

Treasury Voucher No. 50982.

THE New Zealand Government. (Department or Service), Native Land Purchase Department.

Dr. to Meiha Keepa.

24th September, 1886.—Wellington Provincial District; Manawatu District; Taitoko (part of Horowhenua) Block; 4,000 acres; price not fixed.

Second payment on account the above-named block of land, £150.

I certify that to the best of my knowledge and belief the foregoing account is true and correct in every particular.

P. SHERIDAN.

Received from the Paymaster-General, by cheque No. 496, on Wanganui, countersigned this 24th day of September, 1886, by W. J. Butler, Esq., the sum of one hundred and fifty pounds in full payment of the above account.

(Signed) MEIHA KEEPA RANGIHIWINUI.

Witness to payment and signature—G. W. WOON.

Treasury Voucher No. 62371.

THE New Zealand Government. (Department or Service), Native Land Purchase Department.

Dr. to Meiha Keepa.

19th November, 1886. — Wellington Provincial District; Otaki District; Taitoko (part of Horowhenua) Block; 4,000 acres.

Payment on account of the above-named block of land, being balance of an advance of £500 as authorised, £200.

I certify that to the best of my knowledge and belief the foregoing account is true and correct in every particular, and that the payee has signed an agreement of sale to Her Majesty.

T. W. LEWIS.

Received from the Paymaster-General, by cheque, Nos. 977 and 982, on Wanganui, countersigned this 19th day of November, 1886, by W. J. Butler, Esq., the sum of two hundred pounds, in full payment of the above account.

MEIHA KEEPA, R.H.—19/11/86.

Witness to payment and signature—JOHN STEVENS, J.P.

AFTER hearing the evidence the case was ordered to stand over for further consideration, and was afterwards argued, and his Honour gave judgment as follows:—

Judgment of Richmond, J.

The only question in this petition of right is whether or not the Crown acquired the land in question within five years from the 20th March, 1882. Everything turns on what was finally agreed between the Native Minister and Kemp at their interviews, in or about the month of June, 1886. As to this the evidence of Mr. Lewis, Under-Secretary in the Native Department, is clear, and is supported by the memorandum drawn up by him, signed by the Minister and Major Kemp, bearing the date 29th June, 1886. It is plain that the Minister did not at this time consent to a purchase of the block by the Crown, but rather contemplated that the land should be dealt with under the provisions of "The Native Land Administration Bill, 1886," which shortly afterwards became law.

This is easily reconcilable with the fact that an advance of £500 was at the same time agreed to be made to Kemp and Hunia on account of the proceeds of the land. And it is in accordance with Hunia's evidence that Mr. Ballance wished that the Government should "market" the block. I do not question the honesty of Mr. McDonald's testimony. He says, "I clearly understood then (that is, in June, 1886), that it was agreed that the land should be purchased by the Government in consequence of Kemp's positive refusal to allow it to come under the Act"—*i.e.*, Mr. Ballance's proposed Act. But Mr. McDonald says that he does not think he was present when Kemp signed the memorandum of 29th June, 1886, and does not know whether he was then in Wellington. His evidence cannot counterveil the positive testimony of Mr. Lewis, that the written document of 29th June, 1886, embodies the ultimate result of the negotiations. It is further made clear by Mr. Lewis that the new negotiations with Kemp, which resulted in the purchase of the block by the Crown, were not commenced until after 20th March, 1887. There was then a good deal of discussion about the price to be paid, which was ultimately fixed at £1 10s. per acre. It is not asserted on behalf of the company that any price was fixed prior to that date.

The case appears a very hard one for the suppliant, but I feel no doubt my judgment must be for the Crown.

Judgment accordingly, with costs, £100.

The present appeal is against the whole judgment.

The question for the opinion of the honourable Court is whether the whole judgment is good in law.

If so, the same to be affirmed, with costs of appeal.

If not, the same to be reversed, and this honourable Court to give such judgment as ought to have been given in the Supreme Court, with costs of appeal.

EXHIBIT I.

NATIVE LAND CLAIMS AND BOUNDARIES ADJUSTMENT AND TITLE EMPOWERING BILL.

Hon. Mr. MITCHELSON to propose the following new clause:—

7A. Sections two to four inclusive of "The Native Equitable Owners Act, 1886," (hereinafter called "the said Act"), and so much of section five of the said Act as relates exclusively to leases, shall apply to the lands described in the Fourth Schedule hereto as fully and effectually as if such lands were held by the registered proprietors thereof under title within the meaning of and were specifically included in the preamble to the said Act. And the said Act shall so far as aforesaid be

deemed to be in full force as to the said lands from and after the passing of this Act, anything in "The Land Transfer Act, 1885," or in "The Native Land Court Acts Amendment Act, 1889" to the contrary notwithstanding. Provided that no application under section two of the said Act shall be made as to the said lands or any of them after the expiration of one month from the date of the passing of this Act.

On receipt of any such application the Registrar of the Native Land Court shall forthwith give notice thereof to the District Land Registrar, who shall enter a caveat forbidding any dealing with the land the subject of such application pending the decision of the Court.

Any person who shall by virtue of any order of Court under the said Act become or be declared an owner of the said lands or any part thereof shall be entitled to be registered as a proprietor thereof under the provisions of the Land Transfer Act, and the District Registrar is hereby empowered to cancel any existing certificate of title, and to issue such new certificates as may be necessary for giving effect to any order as aforesaid.

Nothing in this section shall apply to any portion of the said lands or to any undivided interest therein claimed to have been acquired by the Crown, or which has, prior to the passing of this Act, been *bona fide* sold and transferred by the registered proprietors under the provisions of the Land Transfer Act.

FOURTH SCHEDULE.

LANDS declared to be subject to the provisions of "The Native Equitable Owners Act, 1886":—

Horowhenua No. 6 Block, containing 4,620 acres, situated in the Waiopahu Survey District, being the whole of the land comprised in the Land Transfer certificate of title, vol. xlvi., folio 245, of the Register-book of the Wellington District.

Horowhenua Nos. 11A and 11B Blocks, containing together 14,975 acres, situated in the Moutere, Mount Robinson, Waitohu, and Waiopahu Survey Districts, being the whole of the land comprised in the Land Transfer certificate, vol. xlvi., folio 249, of the Register-book of the Wellington District.

EXHIBIT J.

A BILL INTITULED

AN ACT to enable and empower the Native Land Court to inquire into the Nature of the Title to certain Lands at Horowhenua, and to make Orders respecting the same.

WHEREAS by "The Native Land Courts Act Amendment Act, 1891," all dealings were prohibited in respect of certain parts of the Horowhenua Block, and all suits, actions, and proceedings relating to the same were stayed until the end of the session of the General Assembly of 1892: And whereas on the last day of the said session a Proclamation was made by His Excellency the Governor, in pursuance of "The Native Land Purchase Act, 1892," for the purpose of preventing all sales or other dealings with the said land, except to Her Majesty the Queen, for a period of two years from the date of such Proclamation: And whereas it is desirable that such prohibition should be continued, and all such suits, actions, and proceedings should be further stayed, pending inquiry:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The Horowhenua Empowering Act, 1894."

2. Upon the application in writing of any person or persons claiming to be legally or beneficially entitled in any way to the lands described in the schedule hereto or to any part thereof, the Native Land Court of New Zealand (hereinafter referred to as "the Court") shall as speedily as possible, and after due notice in manner hereinafter provided, proceed to make inquiry into the nature of the title to such land, and into the existence of any intended trust or trusts affecting the same, notwithstanding that the nominal owners hold a certificate of title under the Land Transfer Act.

3. Due notice in English and Maori of any such application as aforesaid shall be forthwith published in the *New Zealand Gazette* and in the *Kahiti*, or otherwise, fixing the time and place of hearing, with a full and sufficient description of the land affected thereby. And the Court shall sit and open its proceedings at such appointed time and place, but may adjourn its sittings at its own discretion, from time to time, and from place to place.

4. According to the result of such inquiry when concluded, the Court may declare that no such trust as alleged exists, or, if it finds that any such trust does or was intended to exist, then it shall declare who are the persons beneficially entitled. The Court shall thereupon make an order that the persons so declared entitled to such beneficial ownership shall be owners as tenants in common of the land the subject of such trust, and they shall be deemed to be such owners in like manner as if their names had been inserted in the certificate of title affecting such land, with full power of subdivision and allotment among the beneficiaries at the time of making such order, or at any time thereafter, if required so to do by any owner or owners, so far as his or her or their interest is concerned.

5. Pending the result of such inquiry by the Court, and the making of any order or orders as aforesaid, the said lands shall be inalienable in any manner whatsoever; and any action heretofore commenced or proceedings taken and now pending in relation to the same, or in regard to the payment or distribution of any rents arising therefrom, shall be and are hereby further stayed until the end of the next session of the General Assembly.

6. Nothing in this Act shall apply to any portion of the said lands or to any undivided interest therein claimed to have been acquired by the Crown, or which has prior to the passing of this Act been *bona fide* sold and transferred by the registered proprietors under the provisions of the Land Transfer Act. Provided that in making any order under the provisions of this Act the Court

shall inquire into and determine the relative interests of the persons found by the Court to be entitled to such lands, and the Court shall, in ascertaining the quantum of the interest of any person who has sold or transferred any part of the said lands, take into consideration the value of so much or such part of the said lands as has been sold or transferred by such person as aforesaid, and shall reduce the quantum of the interest of any person who has so sold or transferred any part of the said lands proportionately, or shall declare such person not entitled to any interest in the residue of the said lands, and shall omit his name from any order or certificate of title to be issued therefor accordingly. Provided also that any unpaid purchase-money, whether owing in respect of any purchase made by or on behalf of Her Majesty the Queen, or by or on behalf of any private person, or any part of the said lands so sold and transferred as aforesaid, shall be paid to such persons in such proportions as the Court shall direct, or to any one or more persons appointed by the Court by order as trustees for the persons named in such order, in such proportions as the Court shall direct. And the receipt of the persons or person named in such order shall be a good discharge for the moneys paid to such persons or person pursuant to such order.

SCHEDULE.

HOROWHENUA No. 6 Block, containing 4,620 acres, situated in the Waiopehu Survey District, being the whole of the land comprised in Land Transfer certificate of title, vol. 48, fol. 245, of the Register-book of the Wellington District.

Horowhenua Nos. 11A and 11B blocks, containing together 14,975 acres, situated in the Moutere, Mount Robinson, Waitohu, and Waiopehu Survey Districts, being the whole of the land comprised in Land Transfer certificate of title, vol. 48, fol. 249, of the Register-book of the Wellington District.

EXHIBIT K.

DEAR MR. SEDDON,—

Wellington, 20th June, 1894.

As I am anxious that as Native Minister you should know exactly what we are doing in the Horowhenua matter, I send you herewith a printed copy of the petition which Major Kemp will lay before Parliament on its opening. You will see that, so far from being in any way hostile, he acknowledges the protection and care the tribe has already received at the hands of your Government. All the facts alleged in the petition have been more than once proved before the Native Affairs Committee, but the proof is ready again if wanted. In writing to you the other day, I ought perhaps to have reminded you of the position taken up by the Government in the session of 1892, when I conducted the case for Major Kemp before the Native Affairs Committee. Mr. Cadman was at that time Native Minister, and I sent him the draft of a Bill which it seemed to me would meet the case, and could not possibly do any wrong to any one, the whole essence of it being for an inquiry into the merits. Even Warena Hunia, in his petition to the House in 1891, deprecating hasty legislation, advocated "the appointment of a commission to take evidence and ascertain the true facts." If in your opinion it should be a Royal Commission, let it be so; but it seems to me that the Native Land Court (which is virtually a Commissioner's Court) possesses all the necessary machinery and conveniences for such an inquiry.

At the time that I sent the draft to Mr. Cadman it was, I understood, agreed that clauses on the lines proposed should be incorporated in the short Native Land Court Bill which the Government was then preparing, to provide for the appointment of a Chief Judge during Mr. Seth Smith's absence from the colony. Notice of this Bill was given, I think, two days before the close of the session; but its introduction was abandoned at the last moment owing to a threatened "stonewall" movement, promoted, it was said, by Mr. J. G. Wilson. When I heard you announce in the House that the Government would not proceed with the Bill, I immediately went up to Mr. Ballance's house to confer with him as to the best course for the protection of the interests of the Muaupoko Tribe. He at once suggested a Proclamation under "The Native Land Purchase Act, 1892"; and that course was, as you know, adopted, with good effect.

Well, Mr. J. G. Wilson, who then threatened to "stonewall" the measure, and openly advocated the cause of the other side, has since had an opportunity of looking into the matter for himself, and he has now expressed his willingness to present Major Kemp's petition and to support its prayer. I doubt, however, if he will be down in time to do that. I do not suppose it will be necessary to get the petition referred again to the Native Affairs Committee, because twice over that Committee has had exhaustive evidence before it, and has reported in favour of remedial legislation.

I am sending you the draft Bill, altered slightly to suit the changed circumstances; and if you can see your way, as Native Minister, to initiate such a measure it will give great satisfaction to Major Kemp and to the Muaupoko Tribe, and will put an end for ever to the Horowhenua difficulty, and that, too, in a perfectly fair and legitimate way.

Believe me very truly yours,

W. L. BULLER.

EXHIBIT L.

DEAR SIR WALTER,—

Premier's Office, Wellington, 23rd June, 1894.

I am in receipt of your letter of the 20th instant, enclosing a draft Bill to enable the Native Land Court to inquire into the title of the Horowhenua Block, and to make an order respecting the same. I have referred the Bill to the Native Department, and I will, when advised thereupon, communicate with you further on the matter.

I have also received a copy of the petition which is to be presented by Major Kemp. In accordance with the Standing Orders of the House, this petition will be forwarded to the Native Affairs Committee.

Yours sincerely,

Sir Walter Buller, K.C.M.G., Wellington.

R. J. SEDDON.

EXHIBIT O.

KO TE KAHITI O NIU TIRENI.

He mea ta Runga i te Mana o te Kawanatanga.

PONEKE, WENEREI, HEPETEMA 25, 1872.

HE PANUITANGA.

Ki nga tangata e whai take ana ki te whenua, kia mohiotia ai te wahi me te ra e tu ai te Kooti hei whakawa i a ratou take.

NA, he panuitanga tenei kia mohiotia ai ko te take a nga tangata no ratou nga ingoa e mau nei i te rarangi tuarua, ka whakawakia i te 5 o nga ra o Nowema, 1872, e te Kooti Whakawa Whenua Maori, ki Pokitaone, Manawatu.

Ko nga tangata katoa e whai tikanga ana mo aua whenua me haere ki reira.

Ka oti te whakawa, ka puta te Karauna Karaati ki te hunga i kitea tona tika e te Kooti; heoi ano, he tino whakotinga tena; e kore rawa e tika kia peke mai tetahi tangata ki muri.

NA TIKI,

Kai tuhituhi o te Kooti.

Kooti Whakawa Whenua Maori, Akarana, Akuhata 20, 1872.

Ko nga ingoa o nga tangata no ratou nga pihi.	Na ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga te mapi kia kitea ai e nga tangata.
Huru Te Hiaro, me etahi atu ..	Moroa, e tata ana ki Manawatu	Ka timata te rohe i te wahapu o Te Hoe ka, tika i roto i te awa o Ihuraua, ka tae ki te wahapu o Punipuni, ka tika i roto i te awa o Punipuni, ka tutuki ki te raina ruri a te Kawanatanga ka tutaki ki te Kauru o Hae, ka ahu te haere ki te pakarutanga o Te Hoe ki Ihuraua, ka tutuki ki te timitanga.	Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori, i Poneke.
Hoani Meihana, Peeti Te Aweawe, Kerei Te Panau, Karanama Te Ra, Tuteri Tiweta, me etahi atu	Aorangi, e tata ana ki Oroua, Manawatu	Ka timata i te puau o Oroua, here tonu i roto i te awa, Okehu, Te Kairakau, Te Ruapuha, ka whati, ka haere i te awa o Taonui, Te Waekuku, Ta Whaiti, Te Wheki, ka haere i te awa o Manawatu, ka kati ano ki te puau o Oroua.	
Henere Te Herekau, Takerei Te Kawe, Hoani Takerei, Turongo, Arapere, Tukuhare, Apiha Te Rimunui, Hori Te Waharoa, Karena, Raureti Ngawhenua, Nopera Herekau, Ria Te Hau, Koraki	Kaihinu, e tata ana ki Manawatu	Ka timata i te Maire, rere tonu atu ki te puau o Otauru, ka haere i te awa o Opapa, ka whati ki te Tonga Kirikiri, rere tonu Otukaipo, rere tonu Paewhakamarumaruru, Mataara, rere tonu Te Puhenga, Apu, rere tonu Te Tutu-o-Puhiawe, rere tonu Tukou, Ngatao, whakake tonu Ngapuketuru, ka kati ki te raina a te Kuini, ka whati ki te Rawhiti.	
Topi Karaha, Metera Karaha ..	Te Kahikatea, e tata ana ki Otaki	Ko te taha ki te Marangai ko te Whakarangirangi, ko te taha ki te Tonga ko te rori e ahu ana ki Poneke; tetahi rohe kei te taha ki te Tuaraki.	
Ngawiki, Tauteka, me etahi atu	Horowhenua, kei Horowhenua	Ka timata Ki te Umairangi (i tatahi) ka rere i runga i te rohe o Muaupoko a puta atu ki te roto o Horowhenua, ka whiti, a rere atu Ki Waenga o Titirangi me te Mokonoko, ka rere, Te Arapaepae, ka tapahi atu ki nga maunga o Tararua, ko nga rohe enei ki te Marangai; ki te Rawhiti ko Tararua; ki te Hauauru ko tatahi; ki te Tonga, ka timata i tatahi i Ihakawhamama, rere atu ki Te Kia, rere atu Otawhawha, rere atu Mahoenui, haere tonu atu ki runga ki te raina o te Whata-nui, kua oti te tapahi tae atu ki Tararua.	
Tiemi Ranapiri	Tu Tangata kino, No. 4, e tata ana ki Otaki	Ko te rohe ki te Raki ki te Marangai hoki he whenua no Watene ratou ko etahi atu; ki te Tonga he manga no te awa o Otaki; ki te Hauauru he whenua no Perenara Te Tewe.	
Perenara Te Tewe	Maungapiharau, e tata ana ki Otaki	Ko te rohe ki te Raki he whenua no Topi ratou ko etahi atu; ki te Marangai he whenua no Tiemi Ranapiri; ki te Tonga he manga no te awa o Otaki; ki te Hauauru he whenua no nga tangata Maori.	
Roera Hukiki	Tu Tangata kino No. 5, e tata ana ki Otaki	Ko te rohe ki te raki he manga no te awa o Otaki; ki te Tonga he whenua kua oti te whakataua kia Ururoa; ki te Hauauru he whenua kua oti te whakataua kia Matene Te Whiwhi; ki Te Marangai he whenua no nga tangata Maori	
Hakaraia Tamatehura	Waha-o-te-Marangai, e tata ana ki Otaki	Ko te rohe ki te raki ko te awa o Otaki; ki te Tonga he whenua no Ngatipare; ki te Marangai he whenua no Ngatikopiri, ki te Hauauru he whenua no Ngatihua.	
Tapa Te Whata, Kooro Te One, Hoeta Te Kahuhui, me etahi atu	Wahi o Aorangi, e tata ana ki Oroua	Ka timata ki Te Kairaku, ka rere ki te Rawhiti, ka kati ki te rohe o te Kuini i Taonui, ka whati ki te Marangai, ka rere i runga i te raina o te Kuini ki te Ruapuha, Oroua, ka whati ki te Tonga, ka rere i roto i te awa o Oroua, ka kati ki Te Kairakau ano.	
Tiemi Ranapiri	Tu tangata kino, e tata ana ki Otaki	Ko te rohe ki te Raki ki te Marangai hoki he whenua no nga tangata Maori, ki te Tonga he whenua e pa ana a Tiemi Ranapiri; ki te Hauauru he whenua e pa ana a Perenara Te Tewe.	
Tiemi Ranapiri	Ahitangutu, e tata ana ki Otaki	Ko te rohe ki te Raki he huarahi nui; ki te Tonga, ki te Marangai, ki te Hauauru hoki he whenua no nga tangata Maori.	

Ko nga ingoa o nga tangata no ratou nga pihihi.	Na ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga o te Mapi kia kitea ai o nga tangata.
Tauteka, Watene Kaharunga, Kararaina Whawha, Whare-tini, Hitau, me etahi atu	Horowhenua, kei Horowhenua	Ka timata i Te Umairangi, i tatahi, ka rere i runga i te rohe o Muaupoko kua whakaritea i a Karanama Te Kapukai, a puta atu ki te roto o Horowhenua, ka whiti a rere atu ki waenga o Titirangi o Te Mokomoko, ka rere atu ki Te Arapaepae, ka tapahi atu ki runga ki nga maunga o Tararua. Ko nga rohe enei ki te Marangai. Ko te rohe ki te Rawhiti ko Taiawa, ko te rohe ki te Hauauru ko Tatahi ko te rohe ki te Tonga ka timata i tatahi, i Rakauhamama, rere atu ki Te Nia, rere atu Otawhawa, rere atu Mahoenui, haere tonu atu ki te raina o Te Whatanui, rere atu ki Tararua.	
Hakaraia Tamatehura ..	Te Tahuna e tata ana ki Otaki	Ko te rohe ki te Marangai ki te Tonga hoki he whenua no nga tangata Maori; ki te Hauauru ki te Raki hoki he whenua e pa ana a Hare a Hemi, me etahi atu.	
Hemi Kuti, me etahi atu ..	Kaiwharawhara, e tata ana ki Kapiti	Ko te rohe ke ti Raki he whenua e pa ana a Matene Te Whiwhi; ki te Marangi ko te moana; ki te Tonga he whenua e pa na a Hare Reweti; ki te Hauauru ko te moana.	
Nirai Taraotea, Amiria, Ihaka, Reweti Renata, Wiremu, Arapata, Kipa Te Whetu	Opiki, e tata ana ki Manawatu	Ko te rohe ki te Raki ko Manawatu; ki te Rawhiti ko Kanape; ki te Tonga ko te repo o Makaurerua; ki te Hauauru ko te awa o Manawatu.	
Ruhia, Wekete ..	Ahitangutu, e tata ana ki Otaki	Ko te rohe ki te Raki, ko te Tonga, ki te Marangai hoki he whenua no nga tangata Maori, ki te Hauauru he whenua kua Karaatitia atu ki nga Mihinari o te Hahi o Ingarangi.	
Te Roiri, Pineaha, Roera Rangihewa, Kipa Taharuka, Hori-ana	Kanape, e tata ana ki Manawatu	Ko te rohe ki te Raki ko te awa o Manawatu; ki te Rawhiti he raina kua oti te ruri; ki te Tonga ko te repo o Makurerua; ki te Hauauru ko Opiki.	
Peeti Te Aweawe, Hemi Warena, Hura Te Hiaro	Te Iwitekai, e tata ana ki Manawatu	Ka timata i Turangawaitaha, ka rere i roto i Manawatu, Hingatiraha, Te Iwitekai, te Kanoapi, ka kati ki te rori, ka haere i roto i te rori, ka tae ano ki te timatanga. Ko nga eka o taua whenua e whitu tekau ma ono.	
Huru Te Hiaro ..	Te Mangaohao, No. 1, e tata ana ki Manawatu	Ka timata i te Takapu-o-Reaka, ka rere i roto i te awa o Mangaohao, ka tae ke te puau o Makaretu, ka tae ki Kauru, ka tapahi ano ki Mangaohao, ka kati ano ki te timatanga.	
Te Peeti Te Aweawe, me etahi atu	Te Mangaohao, No. 2, e tata ana ki Manawatu	Ka timata i te awa o Te Ngaue, ka rere i roto o Mangaohao, ka ahu ki te taha ki te Rawhiti, mau noa atu ki Puapuatapotu, rere atu Te Wai-o-Takutua, Tataraki, Tutaetapara, ka whati ki te Hauauru, ka rere ki te kauru o te Ngaue, ka haere i roto i te awa ka tutaki ano ki tona timatanga.	
Mikaera Te Rangiputara, me etahi atu	Te Mangaohao, No. 3, e tata ana ki Manawatu	Ka timata i Tutaetapara, ka rere ki roto ki te awa o Mangaohao, ka ahu ki te Rawhiti, Te Whakatakoto, Te Whare-o-te-Moe, Raekohu, ka ahu ki uta, ka kati ano ki te kauru o Tutaetapara, ka kati ano ki te timatanga.	
Peeti, Ereni, Hanita, Ihaka, Rota, Ahenata	Te Arawahi, e tata ana ki Manawatu	Te Arawahi, ka tae ki te rori a te Kuini, ka puta ki Taonui, ka rere i te taha ki uta, ka tae ki uta o Te Pukakotukunui, Hapuhiri, ka whati, ka rere i te raina o te Kuini, ka puta ki te rori, ka tae ki roto o Otane ka tae ki Te Whetu, ka whati ka tae ano ki te Arawahi.	
Peeti Te Aweawe, Ereni ..	Pukupuku, e tata ana ki Manawatu	Ka timata atu i Pukupuku i te taha ki raro o Manawatu, ka ahu ki uta Tukunui-o-Pata, Whakatua-kao, Makurerua, ka whati ki te Rawhiti, ka tae ki tetahi pito o Whakatua-kao, ka whati, te Waekaraha, ka puta ano ki Pukupuku.	
Hohepa, Taituha, Hepera, Hanita Te Aweawe	Te Wii, e tata ana ki Manawatu	Ka timata mai i runga o Manawatu, haere tonu, i roto i te awa ka tae ki Te Matai, ka whati Whakaarongaiti, ka rere i roto i Te Hotu, ka tae ki te raina o te Pakeha, ka whati ki Manawatu ka tae ano ki Te Wii.	
Peeti Te Aweawe, Ereni, Rota, Rapana	Te Kairanga, e tata ana ki Manawatu	Ka timata atu i te Kairanga, rere tonu ki runga o Manawatu, ka tae ki Kahuterangi, ka haere i roto o te awa, ka tae ki Tutaewhero ka whati ka tae ki te raina o te Kuini, ka haere i runga i taua raina ka kati ano ki te Kairanga.	
Matene te Whiwhi, Hemi Matene, me etahi atu	Kaingaraki, e tata ana ki Otaki	Ka timata i te awa o Kaingaraki, ka rere i roto i te ngaherehere, ka puta ki te rohe a Ngatiraukawa, ka whati ka ahu ki Tararua, tilka tonu atu ki te Rata ka tapahi ki te awa, ka whati ki te Tonga, ka rere i roto i te awa ka hui ki te awa o Kaingaraki ka whakawhiti i te awa, Te Whanake, ka whati ki te Hauauru, ka tutuki ki te peki a Kepa raua ko Manahi, ka whati ka rere i roto i te awa o Kaingaraki, ka tutuki ki te timatanga.	
Rawiri te Wanui, me etahi atu	Paremata e tata ana ki Otaki	Te rohe ki te Marangai te awa o Rangiuuru, ki te Rawhiti he whenua Maori no Ngahuke; ki te Tonga he whenua Maori na Hemi Kupu a tae atu ki te awa o Rangiuuru.	

Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori, i Poneke.

Ko nga ingoa o nga tangata no ratou nga pihihi.	Na ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga o te mapi kia kitea ai e nga tangata.
Manahi, Paora Taurua .. Tauteka, Tuainuku, Waratini Tuainuku, me etahi atu	He Koata eka kei te Taone o Otaki Maungahanene No. 1, e tata ana ki Otaki	I tutaki tonu ki te Tekihana whakaterawhiti a Tamihana Te Rauparaha i te Taone o Otaki. Te rohe ki te Marangai ko te awa o Maungahanene, ki te Rawhiti ko te awa o Whakapawaewae: ki te Tonga, he whenua Maori: ki te Hauauru ko Maungahanene No. 2.	
Metera te Karaka, Taia Rupuba, me etahi atu	Maungahanene No. 2, e tata ana ki Otaki	Te rohe ki te Marangai ko Maungahanene No. 3 me No. 1 ki te Rawhiti Maungahanene No. 1; ki te Tonga he whenua Maori; ki te Hauauru whiti atu ki te taha Hauauru o te awa o Te Rere.	
Akapita Te Tewe, Hema Te Ao, Karanama Whakaheke, Hare Hemi Taharape, Perenara Te Tewe, Henare Te Hatepe, Mokohiti Tohutohu, Eru, Pi- neaha, Roihi, Matene Te Whi- whi, Ihakara Tukumarua, Ta- mihana Te Rauparaha, Kara- nama Kapukai, Horomona Toremi, Rawiri Te Wanui, Henare Herekau, Rakapa To- peora	Kukutauaki e tata ana ki Manawatu, Otaki	Ko te rohe ki te Marangai ko te awa o Manawatu, haere tonu i te awa Tuwhakatupua, ka whati ka rere i Makurerua, Mangawharawhara, ka haere i te raina a te Kuini, rere tonu Arawaru, ka whati ki te Tonga ka haere ano i runga i te hiwi o Tararua ka rite ki Kukutauaki, ka whati ki te Hauauru, rere tonu te puau o Kukutauaki, ka whati ki te Marangai, haere tonu i te takutai, ka kati ano ki te puau o Manawatu.	
Tamihana Te Rauparaha, Ma- tene Te Whiwhi	Tokomapuname Tahoramaure e tata ana ki Kapiti	Nga motu e rua e tata ana ki Kapiti.	
Tamihana Te Rauparaha, Wiremu Te Hira Parakipane, Epanaia Watene, Kerehoma Eru, me etahi atu	Kapiti No. 1, e tata ana ki Mingi	Ka rere atu i te tumu o Wharekohu, ka haere tonu i runga i te taukaka, ko taua taukaka he rohe atu o te whenua kua Karaatitia ki a Te Iwi Paraone, ka rere atu i reira a tae noa ki te awa o te Mingi, ka rere tonu i roto o te Mingi, a puta noa ki te moana ka haere i tatahi a tae noa ki te Wharekohu, ka rite ki te rohe i te taha ki te Marangai, ka whati ki te Hauauru, rere tonu mai Tararua rere tonu te Pana-a-te-waewae, ka rere Te Poroporo ka whati ki te Tonga, rere tonu Waikawa ka whiti, ka rere i tua o Hanawera, i te taha, ki te Rawhiti, ka rere ka kati ano ki Te Aute.	
Hutana Kaihinu, Kerei Te Pa- pau, Tutere Tiweta, me etahi atu	Tuwhakatupua No. 2, e tata ana ki Manawatu	Ka timata i Hingatiraha i te taha o te awa o Manawatu, haere tonu whakarunga i roto i taua awa ano tae ki Tuwhakatupua, katahi ka mahue a Manawatu i konei, ka rere hangai tonu atu, whaka-te-Rawhiti, tae ki te rohe o Kaihinu ki te Hauauru, katahi ka whati ka rere i taua rohe whaka-te-Tonga ka tae ki Hingatiraha te timatanga o nga rohe.	
Tamihana te Rauparaha, Ma- tene te Whiwhi, Hemara Te Tewe, me etahi atu	Kukutauaki e tata ana ki Otaki	Ka timata i te tai i te puau o Kukutauaki, rere ki te Rawhiti ka whiti i te roto i Kauakaha, ka rere i roto i te awa i te Ngarara, ka tae ki tona kauru kei te roto ki Ngapara, ka hangai te haere atu ki runga o Tararua ki te rohe o Te Kuini ka whati whaka-te-Marangai ka rere ka tae ki Otaki, katahi ka whati ki te Hauauru, ka rere tonu i roto i Otaki, ka tae ki te puau i te tai, ka whati ki te Tonga ka rere i te tai ka tae ki Kukutauaki, te timatanga.	
Ernera Tahitangata, Akapita Te Tewe, Tiemi Ranapiri, Enoka Te Wano, Perenara Te Tewe, Karanama Te Whakaheke, Tamati Rana- piri, me etahi atu	Pukemiro kei Otaki	Ka timata te rohe i te taha ki te Tonga, ko te Ahirangikahiwi, kaahu ki te Rawhiti, rere tonu ka eke ki Tararua ka kati ki te raina a Te Kuini ka whati ki te Marangai, ka haere i runga i te raina a Te Kuini, ka kati ki te rohe a Tohutohu, ka whati ki te Hauauru, ka haere i runga i te raina a Tohutohu Te Taekai, ka whati ki te Tonga, rere tonu ka kati ano ki te Ahirangikahiwi.	
Moroati Kiharoa, Hakaraia, Mohi, Hoani Kipa, Uraroa, Karaitiana Paranihia, Ma- tenga Pute, Kepa Wharia, Pene Hima, Ropata, Mere Puihi, Riha Hape Paranihia, Kiharoa, Piniha, Eparaima, Arapere, Neri, Roera me etahi atu	Tuapaka Awahuri kei Otaki	Timata atu i Mangakotukutuku, haere tonu tua o Tuapaka, rere tonu Makahuri ki te taha ki te Tonga, ka whati, rere tonu Waitotauru, ka whati ki tera taha ka kati ano ki te rohe a Te Kuini, ka haere i runga i te rohe a Te Kuini i te taha ki te Paraki, ka kati ki te rohe a Ngatikikopiri ki te taha ki te Marangai, rere tonu i runga i taua rohe Pakihore, ka heke ki Waitotauru, rere tonu Pukehinau, ka kati ki Mangakotukutuku, ki te taha ki te rori.	
Rakapa Topeora, Matene Te- whiwhi Hoani Teokoro, me etahi atu.	Kukutauaki e tata ana ki Manawatu, Otaki	Ka timata i te tai i Kukutauaki ka rere whaka-te-Rawhiti, eke tonu atu ki runga ki Tararua ki te rohe a Te Kuini, ka ahu whaka-te-Marangai, rere tonu i runga i taua rohe a Te Kuini tae ki Ngapuketuru, ka whati whaka-te-Hauauru, ka rere mai i runga i te rohe o Ngatiwhakateri i Kaihinu ki Te Hauauru, tae mai ki Manawatu ki Te Maire, ka rere tonu i roto i Manawatu, ka tae ki te puau i te one, ka whati ki te Tonga, ka haere tonu i te tai mau rawa atu ki Kukutauaki te timatanga.	

Meheemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori, i Poneke.

Ko nga ingoa o nga tangata no ratou nga pihi.	Na ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga o te mapi kia kitea ai te nga tangata.
Hoani Meihana, Peeti Te Aweawe, Huru Te Hiaro Rewiri Te Whirimairangi, Kawana Hunia, Hamuera Te Raikokiritia, Kerei Te Panau, Meiha Keepa Te Rangihwinui, me etahi atu	Tararua Maunganni e tata ana ki Horowhenua, Otaki	Ka timata te rohe i Tuwhakatupua wahi o Manawatu i tera taha o te awa o Manawatu, Hingatiraha rere atu ki te awa a Whiro tae atu ki te puau o Manawatu ki Taihekerora, ka huri rere tonu i te takutai Te Aho-a-mau, tae atu ki Hokio, rere atu ki te puau o Otaki Mukakai rere atu ki Pukahu, ki te pou peke a Te Kuini, ka huri ka ahu whaka-te-Rawhiti tae atu ki te Ahitumu, Manawa-a-Whiro, he pou peke, ka huri whaka-te-Marangai, rere tonu ki Ngapuketuru, rere atu ki te Nama tu o Kaihinu tae noa ki te Nama wana o Kaihinu, Mangawharawhara, ka huri whaka-te-Hauauru, rere tonu ki Ngapukaru, tutuki atu ki Tuwhakatupua, te wahi i timata ai.	
Ihakara Tukumarua, Kereopa Tukumarua, Keremeneta, Tamihana Te Rauparaha, Matene Te Whiwhi, me etahi atu	Otaki puta noa ki Manawatu	Ka timata i te tai i te ngutu awa o Kukutauaki haere ki te Rawhiti ki te rohe o Te Kuini i runga o Tararua, ka whati ki te Marangai i runga ano i taua raina tae ki te Arawaru ka whati ki te Hauauru, haere mai i runga i te rohe o Te Kuini ki Te Ahuoturanga tae mai ki Mangawharawhara, rere tonu mai ka puta ki Manawatu i Tuwhakatupua, ka haere tonu i roto i Manawatu, tae ki te ngutu awa, ka whati ki te Tonga ka haere i te tai tae ki te ngutu awa o Kukutauaki, te timatanga o te rohe.	
Wiremu Tamehana, Te Neke, Wi Parata, Herata Riwai, Te Puke, Hoani Ngapaki, Hira Maeke, Te Poihipi Eruini, Ihakara Wi Perahama, Horomona, me etahi atu	Te Ngarara me Waikanae kei Waikanae	Ka timata i te pou a Wi Parata i te tai i waenganui o Taumata Moioio raua ko Pauatemoana, ka ahu whaka-te-Rawhiti ka tae ki Kauakahia, mau atu ki te hiwi o Te Ngarara mau atu Te Maire, piki atu i te hiwi i Kapakapanui, mau atu Pukehinau Pukeatua, haere tonu atu ki te rohe a Te Kuini i runga o Tararua, ka whati whaka-te-Tonga, haere tonu mai i taua rohe ka tae ki Maunganui, haere tonu i runga i taua rohe tae ki te rohe a Te Kuini i runga i Tararua i te taha ki Heretaunga, katahi ka whati ki te Hauauru, ka haere i runga tonu i taua rohe a Te Kuini tae ki Maungakawa i runga ano i taua rohe, haere tonu mai puta mai ki Pukahu ki tatahi, ko te putanga ia o taua rohe a te Kuini, katahi ka whati whaka-te-Marangai, haere tonu i te tai tae noa ki te pou a Wi Parata, ki te timatanga o te rohe.	
Ihakara Tukumarua, Poutu Tauia, Kereopa Tukumarua, Keremeneta, Pieke Renata, Arona, Ropata te Ahua Ngahupa, Hamareti, Patihona, Tiaki te Hekeratua, Te Retiu, Utiku, me etahi atu	Koputaroa wahi o Manawatu, Otaki	Ka timata i te Maire i roto o Manawatu, ka haere whaka-te-Rawhiti i runga i te rohe o Kaihinu te whenua o Ngatiwhakaterae tae ki Patara, haere tonu i taua rohe tae ki te hiwi ki te Arapaepae, haere tonu atu ki Ngapuketuru, haere ki te rohe o te Kuini i runga o Tararua, ka whati ki Te Tonga, ka haere tonu i taua rohe ka tae ki ta Ngatihua ki Pukemoremore, ka whati mai ki te Hauauru ka heke mai ki te Arapaepae, rere mai ki Waoku, rere tonu mai ka puta ki Koputaroa, Te Aramaire ka mahue te awa, ka haere i uta tae noa ki Te Totara, Ngatiti hei konei ka whati ki te Marangai, ka haere ki Kereru, haere i runga i te raina o Te Whatanui, ka tae ki te awa o Taikapuru, rere tonu Tutuhinau rere tonu i waenga o te repo o Te Waiwhakaata rere tonu te mutunga o te awa kari a Te Kuka i Paiaka, rere tonu ki Pikaotahi ki Manawatu, ka whati ka rere whakarunga i roto i Manawatu ka tae ki Te Maire, te timatanga.	
Hema Te Ao, Ropata Te Ao, Kiharoa Mahauariki, me etahi atu	Ohau kei Ohau	Ka timata ki Ohau, ka ahu ki te Marangai i te repo o Kuratau-te-Wi ka whati ki te Rawhiti, Te Poa, Aruhetakaka, Te Hukahuka, Re Waiaruhe, te Werawhanga, ka puta ki Ohau, ka whati ki te Rato, Te Ika-a-mau, Te Kirikiri, Whareao.	
Tiemi Ranapiri, Riria Ranapiri	Kohatuahumai, kei Otaki	Ko te rohe ki te Marangai ko te awa o Otaki, te rohe ki te Rawhiti, he whenua no nga tangata Maori, te rohe ki te Tonga ki te Hauauru hoki, he whenua no nga tangata Maori.	
Hemi Kupa, Manahi, Peneshira, Maka Pukehe, Iwi Makitonnore, me etahi atu	Te Karu-o-te-whenua, kei Otaki	Te rohe ki te Marangai ko te whenua a Ngatihua, ki te Rawhiti he whenua no nga tangata Maori; ki te Tonga he whenua no nga tangata Maori, ki te Hauauru ko te awa o Katihikute, puta noa ki Hautere.	
Tiemi Ranapiri	Te Ahitangutu kei Otaki	Ko nga rohe kei te mapi.	
Rangirurupuni, Te Wirihana, Tara, Ihaka, Noa, Heta, Ruta	Horowhenua kei Horowhenua, Otaki	Ka timata i Rakauhamama i te takutai ka rere ki Mahoenui, hare tonu Tararua, Te Waiopahu ka whati i konei ka ahu ki te Raki, ki Matairangi, ki Otuhaea, ka whati i konei ka rere whaka-temoana ki Ngatokorua ki te Karangi ka haere ma te Takutai moana ki te wahi i timata ai, ara ki Rakauhamama.	

Mehemea kua oti te ruri enei whenua ka kitea nga Mapi i te Tari Maori, i Poneke.

KO TE KAHITI O NIU TIRENI.

HE PANUITANGA.

Ki nga tangata e whai take ana ki te whenua kia mohiotia ai te wahi me te ra e tu ai te Kooti hei whakawa i o ratou take.

NA, he Panuitanga tenei kia mohiotia ai, ko te take a nga tangata no ratou nga ingoa e mau nei i te rarangi tuatahi i raro nei ki nga pihi whenua e mau nei i te rarangi tuarua ka whakawakia a te 5 o nga ra o Nowema, 1872, e te Kooti whakawa whenua Maori, ki Pokitaone, Manawatu.

Ko nga tangata katoa e whai tikanga ana mo aua whenua me haere ki reira.

Ka oti te whakawa, ka puta te Karauna Karaati ki te hunga i kitea tona tika e te Kooti; heoi ano he tino whakao-tinga tena; e kore rawa e tika kia peke mai tetahi tangata ki muri.

Akarana, Akuhata 20, 1872.

NA TIKI,
Kaituhituhi o te Kooti.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Ko te takotoranga o te mapi e kitea ai e nga tangata.
Wi Parata, Te Hoia me etahi atu .. Hemi Ranapiri	Kaiawa Kura Te Ahitangutu e tata ana ki te Taone, Otaki	} Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori, i Poneke.
Roera Hukiki Nerehana Te Paea	Totara No. 2, Manawatu Rangihiwini, Wirokino, Otengarue, Manawatu	

KO TE KAHITI O NIU TIRENI.

PANUITANGA.

Ko nga whenua kihai i oti i tera whakawakanga ki Otaki. Ko nga rohe hei te Kahiti o era Panuitanga.

Tari o Te Kooti Whakawa Whenua Maori,
Akarana, Akuhata 20, 1872.

HE Panuitanga tenei kia mohiotia ai, kei te nohoanga o tenei Kooti ki Pokitaone, Manawatu a te 5 o nga ra o Nowema, 1872, te whakawakia ai te take o nga tangata e mau nei o ratou ingoa i te rarangi tuatahi, ki nga pihi whenua a nga tangata kua mate, e mau nei o ratou ingoa i te rarangi tuarua, ko nga pihi whenua kei te rarangi tuatoru.

NA TIKI,
Tino Kaituhituhi.

Ko te ingoa o te tangata e ki ana kia taka mai ki a ia te whenua.	Ko te ingoa o te tangata i mate.	Ko te ingoa o te whenua.
Rawiri Te Tahiwiri Te Raika Takarore Maaka Puku	Rota Te Tahiwiri Maika Takarore Parakaia Te Pouepa	Waiorongomai. Waiorongomai. Te Paretao.

HE PANUITANGA.

Ki nga tangata e whai take ana ki te whenua kia mohiotia ai te wahi me te ra e tu ai te Kooti hei whakawa i o ratou take.

NA, he Panuitanga tenei, kia mohiotia ai ko te take a nga tangata no ratou nga ingoa e mau nei i te rarangi tuatahi i raro nei ki nga pihi whenua e mau nei i te rarangi tuarua ka whakawakia a te 16 o nga ra o Oketopa, 1872, e te Kooti whakawa whenua Maori ki Mahitaone, Wairarapa.

Ko nga tangata katoa e whai tikanga ana mo aua whenua me haere ki reira.

Ka oti te whakawa ka puta te Karauna Karaati ki te hunga i kitea tona tika e te Kooti: heoi ano hetino whakao-tinga tena; e kore rawa e tika kia peke mai tetahi tangata ki muri Kooti Whakawa Whenua Maori.

Akarana, Akuhata 20, 1872.

NA TIKI,
Kaituhituhi o te Kooti.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga o te mapi.
Kerei Te Panau, Ihaka Rangimauiora, Te Wirihana Kaimokopuna, me etahi atu	Te Hokowhitu e tata ana ki Manawatu	Timata i te Raurata, rere tonu ki Pamutana, ka whati, ka rere ki te kauru o Te Ruahine, ka whati, ka rere i roto i taua awa ka puta ki Manawatu ka haere i roto i Manawatu, ka tuhono ki Te Ruarata.	} Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori, i Poneke.
Nireaha Tamaki, me etahi atu	Tutaekara, e tata ana ki Mahitaone	Ka timata i te Ruakahikatea, ka ahu whakarunga o Mangahao, rere tonu Pariwhatina, rere tonu ko Te Rere, ka whati i te raina o te Kuini mau rawa atu Te Apiti, ka whati whakararo o Makakahi rere tonu Te Kurapa, rere tonu Makaura mau rawa atu, ko Upokopaoa ka whati, rere tonu Te Ruakahikatea, ka tutaki nga rohe o tenei whenua i konei.	
Ripeka Te Kakapi	Tawhara, e tata ana ki Wairarapa	Timata atu te rohe i Tawhara, tae atu ki Tarahi, haere atu ki Te Pohutu, Te Whakaneke, ko te taha tonu tenei o te awa o Ruamahanga, ka whati ki te Hauauru, he whenua Pakeha tetahi taha, ka haere ka mau ana ko Te Uira ka whati ia Anatare tetahi taha, ko te taha ki waho ka haere ka mau ana ki Rauiriwahine nga Puke, haere atu ko Kahunui—ka mau ano ko Wehiraepoko-tukitukia, haere atu Te Takapau, ka mau ana ko Tupotete, ka whati he one kei waho ko Ruamahanga, ka mau atu ana ki te awa ki Ruamahanga ano, ka mau atu ano ko Te Rae-o-whare-kareao, ka whati ka haere tutaki atu ana ki Tawhara ki te timatanga mai. Ka mutu.	

Ko nga ingoa o nga tangata no ratao nga piihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takoto ranga o te mapi.
Erihapeti, Karaitiana Paora, Hamuera, Hoana, Riria, Matina Ruta, me etahi atu	Ukuiwhenua e tata ana ki Mahitaone	Kei nga mapi o Kawanatanga, nga rohe e mau ana kei te taha ki te Marangai, o te Ahiaruhe o Take-take e takoto ana tenei Poraka, kei waenganui o nga whenua o Te Kuini.	
Erihapeti, Hoana, me etahi atu	Whangaehu e tata ana ki Mahitaone	Ko nga rohe kei te mapi o te Kai-ruri kei nga Kahiti o mua e mau ana.	
Riria, Hamuera, Mere Te Piki, Hoana Korou, Paora Ihumaora, me etahi atu	Taeroto e tata ana ki Mahitaone	Hei roto i te Kooti whakaatu ai nga rohe he whenua kua hokona, a he tono tuarua tenei.	
Matiria Karaitiana me etahi atu	Tararua e tata ana ki Mahitaone	Ko nga rohe kei te mapi. He whenua hoko ki te Kawanatanga.	
Ihaia Whakamairu, Horiana Whakamairu	Huringata e tata ana ki Mahitaone	He pou na Kapene Mete te timatanga o nga rohe i te taha ki te Paraki o Makakahi nga rohe o tenei tono. Hei roto i te Kooti whakaatu ai nga rohe he wahi no te Poraka e takoto ana ki waenganui o Makakahi o Mongoohao.	
Wi Tinitara, Te Kaewa, Marakaia Tawaroa, Raniera Tawaroa, Haneta Arama, Rakena Te Kune, me etahi atu	Te Ahitahu e tata ana ki Mahitaone	Te Ngatahake rere atu Te Ahitahu, Te Kurape, rere atu Te Matara, rere atu Taumatamauri ka whati Te Pamamaku Makakahi, ka whati Te Kawangatahi, te ngutu awa o Ngatahake, ka tutuki.	
Hamuera Korako, Wi Waaka, Karaitiana, me etahi atu	Wangaehu e tata ana ki Mahitaone	Ka timata i Te Puketawai ka rere i runga i te raina o Te Karaone, mau rawa ko Tumanui, rere Ngapuna-a-hine-i-aro-ariki, rere Te Raumarua, Whangaehu, Te Wharepapauma, Ngatipu, Te Roto Pohui Tokiakaiti, ka whati Tapuai, Arowhata, Waikawiriwiri, Waimumanga, Kaitoki, Te Ahitumatangarera, Te Ahimano, ka rere ki runga ki te raina o te Kai-o-te-atua, ka rere i runga i te raina o Whangaehu, Pai-o-te-hou, Te Pu-te-karakawhenua ki te awa, Te Puketawai, ka tutaki nga rohe i konei.	
Karaitiana Te Korou, Kere Make, Ropiha Te Akau, me etahi atu	Te Kurumainono e tata ana ki Mahitaone	Ka timata nga rohe ki te Mangaruato, rere atu ki Te Porikoti, Te Pua-o-hikarahui, Te Rakau-o-Puai, te kauru o Te Waitotohuatu, Koau Hena Te Rere, ka whati ka rere i roto i te awa o Te Waitotohuatu, Te Koau-o-Tioi, ka rere ki te raina o Te Aotuhirangi, haere tonu i runga i te raina ki te Kaipo, Te Apiti, Te Mangaruato, ka tutaki nga rohe i konei.	
Wi Tinitara, Ihaia te Ao, Paora Tiha	Arikirau e tata ana ki Mahitaone	Te Whakamarumarua, Te Waiwhinau, Te Waitapu, Mangatawaka, Ngatautohe, Te Pohatu Okawekura, Te Aputa, Te Whakaruru, Ngakorako, Taepa Kiekie, Mangataweki Te Waro, Te Waiwhinau, Te Whakamarumarua.	
Wi Tauko, Paora Tihi, Watene, Arapera, Heni, Maka, Te Ha, me etahi atu	Te Ranehi, e tata ana ki Manawatu	Te Rua Kaekatea, Oko, Ukiuki, Tokekore, Te Kanihi, Taruru, Rakaheuiru, Pukepapa, Te Watengarua, Mangamutu, Mangatainoko, Te Auae, Te Pakari, Tikangaroa, Waihua, Pukapawa, Waihi, Mangateaoa, Te Ruakaekatea.	
Ahitana Matenga, Mare Hemara, Kari Te Marau, E. Kopa, me etahi atu	Papawai, e tata ana ki Kereitaone	Ko nga rohe kei te mapi e piri ana.	
Ahitana Matenga, Mare Hemara, E. Kopa, Kari te Marau, Paraituha	Pukengaki, e tata ana ki Kereitaone	Ko nga rohe kei te mapi e piri ana.	
Ahitana Matenga, Mare Hemara, E. Kopa, Hohapata, Rihari Te Hamatua Paiura, Wi Tutere, me etahi atu	Wawaoroa, e tata ana ki Kereitaone	Ko nga rohe kei te mapi e piri ana kua oti noa atu te ruri.	
Ahitana Matenga	Tekiwahakairo, e tata ana ki Wairarapa	Kei te mapi nga rohe o tenei whenua.	
Wi Tutere, Rihari Te Hamatua, E. Kopa, Mare Hemara, Ahitana Matenga, me etahi atu	Otaupu, aroaro e tata ana ki Kereitaone	Ko nga rohe kua ruritia ketia; kei te mapi e piri ana.	
Wi Tutere, Rihari Te Hamatua, E. Kopa, Ahitana Matenga, me etahi atu	Ngawaka-a-kupe e tata ana ki Kereitaone	Ko nga rohe kei te mapi e piri ana; kua oti noa atu te ruri.	
Wi Tutere, Rihari Te Hamatua, me etahi atu	Potakakuratawhiti, e tata ana ki Kereitaone	Ko nga rohe kua ruritia; kei te mapi e piri ana.	
Wi Tutere, Rihara Te Hamatua, E. Kopa, me etahi atu	Te Iringa-o-te-wakamana e tata ana ki Kereitaone	Ko nga rohe kua ruritia ketia; kei te mapi e piri ana.	
Retimana Te Korou, me etahi atu	Maungarake, e tata ana ki Mahitaone, Wairarapa	Kei te mapi a te Kawanatanga, te whakaaturanga, o nga rohe.	

Mehemea kua oti te ruri enci whenua ka kitea nga mapi i te Tari Maori i Poneke.

KO TE KAHITI O NIU TIRENI.

HE PANUITANGA.

Ki nga tangata e whai take ana ki te whenua kia mohiotia ai te wahi me te ra e tu ai te Kooti hei whakawa i o ratou take. NA, he Panuitanga tenei kia mohiotia ai, ko te take a nga tangata no ratou nga ingoa e mau nei i te rarangi tuatahi i raro nei ki nga pihi whenua e mau nei i te rarangi tuarua, ka whakawakia a te 16 o nga ra o Oketopa, 1872, e te Kooti Whakawa Whenua Maori, ki Mahitaone, Wairarapa.

Ko nga tangata katoa e whai tikanga ana mo aua whenua me haere ki reira.

Ka oti te whakawa ka puta te Karauna Karaati ki te hunga i kitea tona tika e te Kooti; heoi ano he tino whakao-tinga tena; e kore rawa e tika kia peke mai tetahi tangata ki muri.

NA TIKI,

Akarana, Akuhata 20, 1872.

Kooti Whakawa Whenua Tino Kaituhituhu i te Kooti Maori.

Ko nga whenua kihai i oti i tera Kooti ki Kereitaone. Ko nga rohe hei nga Kahiti o era Panuitanga.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me nga Takiwa hoki.	Ko te takotoranga o te mapi.
Hiko Paiata, Matire Piripi, Hiu R. Te Miha, Arihia Ngawhakawa, Pateriki Tu Whakahekerangi, me etahi atu	Mukamuka, e tata ana ki Kereitaone, Wairarapa.	Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari o te Kaiwhakawa tuturu, Petatone, Wairarapa.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takotoranga o te mapi kia kitea ai e nga tangata.
Wiremu Kingi Tutepakihirangi, Matiaha Mokai, Makere Waito, Te Waka Tahuahi	..	Tetahi wahi o Hupenui, Kereitaone.	Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori i Poneke.
Matiaha Mokai, Wi Kingi, Tiaki Turi, Makere Waito	..	Hupenui, tetahi wahi, 2 eka, Kereitaone.	
Wiremu Tinitara, me etahi atu	..	Okurupeti, Te Oreore.	

HE PANUITANGA.

Ki nga tangata e whai take ana ki te whenua kia mohiotia ai te wahi me te ra e tu ai te Kooti hei whakawa i o ratou take. NA, he Panuitanga tenei kia mohiotia ai, ko te take a nga tangata no ratou nga ingoa e mau nei i te rarangi tuatahi i raro nei, ki nga pihi whenua e mau nei i te rarangi tuarua ka whakawakia a te 16 o nga ra o Oketopa, 1872, e te Kooti Whakawa Whenua Maori ki Mahitaone, Wairarapa.

Ko nga tangata e whai tikanga ana mo aua whenua me haere ki reira.

Ka oti te whakawa, ka puta te Karauna Karaati, ki te hunga i kitea tona tika e te Kooti: heoi ano he tino whakao-tinga tena; e kore rawa e tika kia peke mai tetahi tangata ki muri.

NA TIKI,

Kooti Whakawa Whenua Maori, Akarana, Hepetema 18, 1872.

Kaituhituhu i te Kooti.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takoto ranga o te mapi kia kitea ai e nga tangata.
Urapane Pakaha, me etahi atu	Mangatainoku e tata ana ki Mahitaone, Wairarapa	Ka timata i te Timahanga rere atu Puhawaiki, rere atu Whironui, rere atu Kahuangiangi, rere atu Te Wharewhiti, rere atu Taungaopipiriki, rere atu Terekoau, rere atu Te Awaiarakoa, rere atu Manawaarohea, rere atu Te Whakamarumarū, rere atu Te Puatokihi, rere atu Iwiroakoi, rere atu Te Araongana, rere atu Mangaatoki, ka whati rere atu Te Raketoro, rere atu Te Waitawa, rere atu Te Kakariki, rere atu Ngakoauau, rere atu Te Manga, rere atu Te Puwhakau; rere atu Te Pahiko, rere atu Te Puku te ngutu awa ki Mangaone, ka rere i roto o Mangaone, ka ahu ki Te Kauru-o-tatati, rere atu Pukuru, rere atu Kopuatarawa, rere atu Rangitapu, rere atu Mangawhariki, rere atu Te Maioera, rere atu Porokake, rere atu Waitengaere, rere atu Mangamaire, rere atu Mahinui, ka whati i te Papaatewaka Tunatuaro, rere atu Te Whitianga-atawa he papa, rere atu Pukemarumarū, rere atu Te Arawata, rere atu Tama-i-whakaarahia ka tutaki ki te raina o te Kuini, ka rere tonu i runga i te raina a te Kuini, rere atu Akatokai, rere atu Mangatarewa, rere atu Tehewaruwaru, rere atu Te Heoitaka, rere atu Ngakopua-a-moetu, rere atu Timahanga, ka tutaki nga rohe.	Mehemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori i Poneke.

Ko nga ingoa o nga tangata no ratou nga pihi.	Nga ingoa o nga whenua me te Takiwa hoki.	Nga rohe.	Ko te takoto ranga o te mapi kia kitea ai e nga tangata.
Urapane Pakaha, me etahi atu	Mangatainoku No. 2 e tata ana ki Mahitaone, Wairarapa	Ka timata i te taha ki runga o Te Ruakahikatea kei te awa te rohe, rere atu Ukiuki, rere atu Tokikore, rere atu Kanihi, rere atu Kataruru, rere atu Pukapuka, ka whati ka rere i tetahi taha o Wairaka, rere atu Te Puau o Wairaka, rere atu Tawa-a-te-ngaru, rere atu Mangamutu, rere atu Tikangaroa, rere atu te Hauwai, he whare, rere atu Te Pahuri, ka whiti i Mangatainoku, rere atu Hauterurunga, rere atu Pitaroa, ka tae ki te Pohatu, rere atu ki te huanui o Tauroto ki te taha ki raro, ka piki i Paerata, rere atu Mangaramarama, rere atu te awa a Tawhaki rere atu Ngamahanga, rere atu Te Hao, rere atu Wai-papa Tiraumea, ka whati i roto o Tiraumea, rere atu Kaikore, rere atu Ngamahanga, rere atu Taepa, rere atu Te Wharangi, rere atu Paewhenua, rere atu Te Rarenga, rere atu Kohehua, rere atu Te Whakarapu, rere atu Pukapuka, rere atu Ngatipua, rere atu Paratai, rere atu Omoana, rere atu Ngawapurua, rere atu Te Moreotainaihu, ka mau ki te Ngutuawa o Ruapaetu, ka whati, rere atu i roto o te awa, mau noa atu ko Pukemiko ka rere i roto o te awa mau noa atu ko Te Ruakahikatea ka tutaki nga rohe.	Me hemea kua oti te ruri enei whenua ka kitea nga mapi i te Tari Maori i Ponake.

KO TE KAHITI O NIU TIRENI.

PANUITANGA.

Tari o Te Kooti Whakawa Whenua Maori, Akarana, Hepetema 20, 1872.

He Panuitanga tenei, kia mohiotia ai kei te nohoanga o tenei Kooti, ki Mahitaone, Wairarapa, a te 16 o nga ra o Oketopa, 1872, te whakawakia ai te take o nga tangata e mau nei o ratou ingoa i te rarangi tuatahi ko nga pihi whenua a nga tangata kua mate, e mau nei o ratou ingoa i te rarangi rarangi tuarua, ko nga pihi whenua kei te rarangi tuatoru.

NA TIKI,
Tino Kaituhituhi.

Ko te ingoa o te tangata e ki ana kia taka mai ki a ia te whenua.	Ko te ingoa o te tangata i mate.	Ko te ingoa o te whenua.
Wata Paraone Ahitana Matenga Te Raro Paraituha	Mata Wi Paraone Ripeka Matenga Penorope Ria Te Inaora	Ngatahuna No. 1. Kaitara. Waikoukou. Waikoukou.

I taia i runga i te Mana o te Kawanatanga o Niu Tireni, e GEORGE DIDSURRY, Kai-ta o te Kawanatanga, Ponake.

EXHIBIT P.

Ponake, Hepetema 8, 1894.

KI A WATENE TIWAEWAE.

E HOA, Tena koe.—Kua kite ahau i tau pukapuka whakaatu i nga raruraru hou o Horowhenua i tukua mai e koe ki te Kawanatanga.

Ko taku kupu tenei ki a koe me mahi kai koe mau i runga i tau i mohio ai.

Heoi ano,

Naku na tou papa,

Na MEIHA KEEPA RANGIHIWINUI.

EXHIBIT Q.

KO TE KAHITI O NIU TIRENI.

He mea ta i runga i te mana o te Kawanatanga.

PONEKE, MANE, OKETOPIA 10, 1892.

GLASGOW, Kawana.

He whakaaturanga tenei i raro i nga tikanga o "Te Ture Hoko Whenua Maori, 1892," kia mohiotia ai kua timataria te whakahaere he tikanga mo te taha ki a Te Kuini, mo te hoko, mo te whakahaere ritenga ranei e riro mai ai tetahi poraka whenua Maori, e mau nei te tino whakaaturanga i roto te te Kupu Apiti ki tenei.

KUPU APITI.

TERA pihhi whenua katoa e 14,975 nga eka i roto, e mohiotia ana te ingoa ko wawahanga Nama 11 o Horowhenua, kei roto i Poraka IV. i te Takiwa Ruuri o Moutere, me Poraka XIII. i te Takiwa Ruuri o Mount Robinson, me nga Poraka I. me II., i te Takiwa Ruuri o Waitohu, me Poraka I. i te Takiwa Ruuri o Waiopahu i roto i te Takiwa Porowinitanga o Poneke, ara ko te whenua katoa e mau na te whakaaturanga i roto i te Tiwhikete, kei te 249 o nga wharangi o Pukapuka 48 o nga Pukapuka Rehita o te Takiwa o Poneke.

Inahoki te ringa o te Kawana he mea tuhi i tenei te tekau o nga ra o Oketopa, 1892.

JOHN MCKENZIE (HONE MAKENEHI),
Minita mo nga Whenua.

I taia i runga i te Mana o te Kawanatanga o Niu Tireni e GEORGE DIBSBURY, Kai-ta a te Kawanatanga, Poneke.

(No. 92, 1805.)

EXHIBIT R.

(No. 560.)

Tari Maori, Poneke, Nowema 1, 1892.

E hoa e Meiha Keepa.

TENA KOE. Kua kiia mai ahau e te Minita mo te Taha Maori kia whakaaturia atu ki a koe ko nga pitihana i tukua mai ki te Paremete mo runga mo Horowhenua Nama 11 kua tukua mai ma te Kawanatanga e whakaaro te tikanga o aua pitihana, i runga ano i te kupu pera i whakapuakina e te Komiti o te Paremete mo nga Mea Maori.

I runga I tenei ahua o te keehi kua whakaarohia he mea tika me Panui taua poraka i raro i te "Ture Hoko Whenua Maori, 1892"; a kua kiia mai ahau kia mea atu ki a koe e hiahia ana te Kawanatanga kia whakatakotia e koe ki o ratou aroaro hei whakaarohanga ma ratou au tikanga e hiahia ana kia whakahaerea hei whakaotinga mo tenei mea kua roa rawa nei e takoto tarewa ana.

Heoi ano.

Na to hoa aroha,

Na TE MOAPETI (W. J. MORPETH).

Ki a Meiha Keepa, Putiki, Whanganui.

Kua tuhia atu he pukapuka penei me tenei ki a Warena Te Hakeke.—W. J. M.

EXHIBIT S.

Whanganui, 18th PePURE, 1893.

Ki a te Pirimia.

(He Kape.)

TENA KOE. Ko taku kupu tenei ki taku roia ki a Ta Waata Pura mo Horowhenua, i te mea e haere hohoro ana ia ki Ingarangi, kahore ano i oti te mahi mo taua whenua. Na ko taku kupu tenei me tono a Te Pura ki a te Pirimia kia whakamaui tonutia te here a te Kawanatanga i runga i Horowhenua Nama 11, kia hoki mai ra ano a Te Pura i Ingarangi, notemea e hara ia maua tenei whakaroa, engari, na te ahua raruraru o te Karimana, Minita, i etahi mahi nunui i Akarana. Kua tere te haere a Te Pura i runga i te whakahaere a te Piriniha o Weeri, mo te whakatuwheratanga o te whare Matakita o Ingarangi tae noa ki nga Koroni. Me waiho kia mau ana te here i kiia nei mo nga tau e rua i roto i te *Kahiti*, "kia kaua e pa te hoko, te rihi," te mokete, ki runga ki taua whenua, kia ata whakaarohia ano te kupu tiaki mo te iwi. A, ko taku kupu ano tenei ki taku roia kia hoki hohoro mai ia ki te whakaoti i tenei mahi uaua a matou ko taku iwi, ka hoki atu ai ki Ingarangi ki ana mahi ke atu. Notemea ko toku tino whakaaro tenei kia whakawakia a taketia tenei whenua i runga i te ahi ka, he mea kia kitea nga tangata nona, ka whakanohonoho ai ki tona hea ki tona hea. Ko te whakaritenga i nga utu mo te mahi a te roia me waiho mo te mutunga rawatanga o tana mahi ka whakaputa ai. He tuhituhi kau tenei ka waiho marire hei whakamaharahara. Ma Te Pura hoki enei korero e whakaatu ki a Muaupoko he mea kia noho mohio ratou ki nga ritenga katoa o tenei korero.

Heoi ano.

Na Meiha KEEP A RANGIHIWINUI.

[TRANSLATION.]

To the Premier.

(Duplicate.)

Whanganui, 18th February, 1893.

Salutations! These are my instructions to my solicitor, Sir Walter Buller, regarding Horowhenua, seeing that he is going immediately to England, before the business relating to this land is finally settled. I have instructed Sir Walter Buller to induce the Premier to keep the Government Proclamation in force over Horowhenua No. 11 till his return from England, because the delay in getting matters settled was through no fault of ours (us two), but owing to the engagements of the Hon. Mr. Cadman, who had other important business to attend to at Auckland. Sir Walter Buller proceeds to England at once, the Prince of Wales having fixed the date for the opening of the Imperial Institute. Let the Proclamation, which was by the *Gazette* notice to have effect for two years, remain in force, so that no sales, leases, or mortgages may be allowed within that block till the question of trust has been considered. And I now state to my lawyer my desire that he should return speedily from England to bring to a close this troublesome business of myself and the tribe; then he can go back to England to attend to his other matters. Because my paramount desire is that the rights of occupation on this land should be investigated, so that the ownership may be ascertained and an allotment made to each of his own share. The question of remuneration to the lawyer for his services is to be left over till his work is completely finished, when it will be arranged. In the meantime this is a mere writing to serve as a remembrancer. Sir Walter Buller will explain these words to the Muaupoko in order that they may all be informed of how the matter stands. Ended.

Meiha KEEP A RANGIHIWINUI.

EXHIBIT T.

Ki a Taitoko.

Parewanui, 10 Aperira, 1889.

E KORO, TENA KOE: Kua rongō ahau ki o kupu mo taku taenga ki Horowhenua. I haere au ki te tiki i a Te Oi hei tiaki i ana hunaonga, te rua o nga take ko te raruraru o Muaupoko mo te mira a Haana me ana tamariki. Ko te haere a Tonore Pereiha ki reira nana ano, me ona hoa, kia kite i nga tekihana o te taone. Ka rongō e haere ana hoki au ki reira, ka haere tahi maua. Taku taenga ki reira ka whai kupu mai nga tangata ki au mo te mira a Haana me ana tamariki. Katahi au ka ki atu ki a ratou, toku whakaaro mo tenei mira me kore atu. Kati ko tenei kei te korero tonu koutou mo nga harakeke. Ki taku mahara, me kotahi tonu te tikanga mo te mira, me nga harakeke, me wahi tonu i waenganui o nga moni, o nga muka, ki te iwi ki a Purere, ma te iwi e whakatu taua tangata hei hoa mo Purere hei tuku i nga muka i runga i o raua ingoa tahi, me te moni me wahi tonu i waenganui o te Komiti, otira he whakaatu kau taku i tenei huarahi, mehemea kei a koutou tetahi huarahi tika me korero e koutou, kaua e titiro ki taku. Katahi ka wahi a Muaupoko, ko ta tetahi taha kotahi rau e rima tekau i runga i te whakatapu, ko ta tetahi taha te tekau ma toru hereni mo te taana harakeke. Heoi kaore i kaha a Purere ki enei utu. Pataia e au a Purere mehemea e pehea ana ia ki taku whakahaere, ki a Purere e pai ana a ia me mahi tahi ratou i ta ratou mira. Heoi kaore i oti ka hoki mai ahau i te ata, ka pupuru nga tangata kia whakaotia taua korero ki runga ki taku. Ki atu ahau ma koutou e mahi i muri nei, ki te oti i a koutou ko Purere me mahi rawa te kirimini e tetahi tangata whai raihana, kia mau nga whakaaetanga o tetahi taha, o tetahi taha, me taku kupu atu ki a Muaupoko kauaka nga harakeke o Hokio, engari ko te roto anake. Me taku kupu atu ki a ratou kati te puhaehae ki a koutou, e hara i a koutou i tou nga harakeke nei, na nga harakeke ano i tipu noake, whakaotia he tikanga mo koutou. Ahakoa kaore i konei a Taitoko maku e korero ki a raua ko te tama, ko Te Warena, te mea i whakaotia e tatou i konei. Ka mutu aku kupu, engari taku kupu ki a Raniera, otira kia Muaupoko katoa, mo te pananga i nga hipi a Raniera i Te Kawiu i runga i o ratou puhaehae. Katahi ka kawea nga hipi ki tera taha ki Waiwiri, na nga tangata o Te Kawiu taua mahi, no reira au i ki atu ai, Muaupoko, kua kapi katoa i a koutou te whenua, e mohio ana au ki ta koutou mahi penei. Na Tiaki Tooko te whenua na, kei roto kei taku ringaringa, kia mohio koe. Kati te mahi penei, kia pai te whakahaere ki a koutou. Ka mutu enei kupu aku.

Ka tutaki a Teone Rita i a maua ko Tonore. Ka tutaki i a maua ki Werarua. Ka rongō atu au i a Tonore e ui atu ana mehemea kua tae atu te pukapuka a Te Warena ui atu mo nga moni o te rihi. Ka ki mai a Teone, ae, kua tae atu. Kei te haere atu au ki Pamutana ki te utu i nga moni ki a Peka i tenei ra. Ka ki atu a Tonore kua riro ke koe ki Akarana, te mea pai kia tae mai a Taitoko. Kei te whakarongo au i a raua e korero ana, ka ui atu au ki a Tonore, ka ki mai a Tonore he kupu na Te Warena, mana e ui ki a Teone me kua tae atu tana pukapuka. Ka timata taku rongō ki enei mea i taua ra. Tae mai au ki Rangitikei ka whawhai maua. Oraiti ka patua ano e au. Ka ki atu au na wai i ki, kia mahi puku koe i tau mahi, kia tuhituhi koe ki te Pakeha o te mira kia tuhituhi koe ki te tamaiti a Kita kia whakarite i ta taua Pakeha i a Tonore, kia haere hei korero ki a Taitoko, ina tona tikanga, he mahara tau me ki mai ki au maku e titiro te tika te he, ina ke tona ritenga e riri na taua ki to taua matua, me haere tonu ki tona aroaro ki atu ai, i te pai raua ko te kino, kaore au e pai kia haere he tangata ke, Maori, Pakeha ranei. Ka utua mai e Te Warena; i tae atu ia ki a koe i mua. Ka mutu, tuhi atu ia i tana pukapuka ki a koe mo ana raruraru. Kaore i utua mai e koe, no reira a ia ka mea ko te Pakeha hei haere atu ki a koe he whakama nona ki te hokihoki tonu atu ki a koe. Ka ki atu au, mehemea ko au e kore au e pena, ka haere tonu au. Nana ka riri mai ka riri hoki au, e mohio ana au moku tetahi taha, moku e kopikopiko atu nei ki Whanganui. I runga i to maua kakari ka tohe ki te heke atu ki Whangaeahu, no reira ka tuhi ki nga Pakeha kia mana kore aku haere atu ki a koe, mana rano e whakaoti. Ka ki atu au kaore he tikanga i a koe mo taku whenua, ana ke tou whenua ko Ruatangata, i rahi koe ki kona. I peheatia mai koe? No kona ka tikina atu e au a Ruatangata. Ko Horowhenua, naku koe i whakauru, kaore i a koe te tikanga mo toku whenua, i whatupungia ahau ki reira. Heoi ano ko taku e mea ai ki a meatia, he whakot kau ta korua. Ko aku kupu riri tenei ki a Te Warena, he rongotaima te take, ko nga hereni a Tonore ko reira i mea ai ko te Pakeha hei haere tonu atu ki a koe. Taku mahi he ui ki taua tangata kia korero mai hoki i ona raruraru. Kaore e whakaatu mai ki au. E puta ke ana etahi riri aku i konei mo au tu ritenga e kore e taea te whakamarama. Kaore aku kupu i a ia i haere atu na. Ina ano tetahi pukapuka aku kei Pamutana e takoto ana, kei a Peka, pukapuka hanga noaiho nei. E Tai, kaore aku korero hoko whenua, kaore aku korero reti whenua, kaore aku korero kino mou, whakakino ranei i to ingoa. Ehara au i te tamaiti korero i te tuara o te tangata, taku korero ka korero tonu ki te kanohi o te tangata, pai, kino. Kua tae mai to tama, a Te Warena, whakatupehupehutia e au.

E Tai, heoi ano taku kupu, taua ki Pamutana, ki te taha i a Peka ki te tiki i nga hereni kei reira e takoto ana. Kaua e whakamangeretia te moni.

Heoi ano.

Na to iramutu

WIRIHANA NGAPAPA.

EXHIBIT U.

NOTICE TO THE GOVERNMENT AND OTHERS.

WE will not allow any one to deal with any part of Block No. 11, Horowhenua, consisting of 15,000 acres.

MUAUPOKO TRIBE.

EXHIBIT V.

THE STATE-FARM TROUBLE.—NATIVE DEPUTATION.—INTERVIEW WITH THE PREMIER.

A DEPUTATION of three of the Natives, who feel aggrieved over the sale to the Government of 1,500 acres of the Horowhenua Block, came down by yesterday's train to lay their case before the Government. They were accompanied by their agent, Mr. John McDonald.

In the afternoon the Natives, accompanied by Mr. McDonald (their agent), and Mr. W. B. Edwards (their solicitor), had an interview with the Premier, Mr. Davies, (Government Interpreter), being also present.

The PREMIER said: Gentlemen, will you kindly state your business?

Te Rangimairehau: We have been told to come to Wellington to see the Government. It is with regard to the trouble about the land. Mr. Mackay wanted to see us here this day. The land belonged to our ancestors, through whom it has descended to us, and the Government cannot disturb us in the possession of this land. If the Government do so, it will cause trouble to the Government. We will not desist from causing trouble even if some of us should die. If some die, or are imprisoned, there will be others left. If all the men are imprisoned, there will be the women and children. We come here because we were told that if we saw the Government, the Government would look into the matter; and now you, the Premier, are present, we will be glad if you will look into this matter which has caused us so much anxiety. It is said that the Government will pay great attention to the Native people, and those who are in indigent circumstances. This is the only land we have. We are not in the same position as those who have land in other parts to support them. We, and our women, children, and old people are all dependent on this land for support. We are now here in the presence of the Premier, and it is for him to consider what we have said. Long life to the Premier, and may God have him in His keeping!

Raniera te Whatamahoe: Salutations. Long may you live! We have come here carrying heavy burdens to lay before you. We were told that it was better we should come and see the Government. I thought it was better to stay at home, and let the Government press me down on my own land. I stand here in your presence with a coat. If you deprive me of my coat I will have nothing left; and so it is with my land. This land has had two brands. It had our brand, and the Government brand has been put over that. We have come here so that you may look carefully into this question, and see what can be done for the people you are pressing down so heavily. I and my people have no other lands to support us in other places—Auckland or Wellington. I would ask what other people are in the same position? Who have been dealt so harshly with?

Waata Muriiahu: Long may you live! We are here because of the trouble over this land. Petitions have been sent to the Government about this block, and no answers have been received; likewise with the petitions to Parliament. We did not know till the workmen went on this land that we were going to be deprived of it; and upon that we went on the land to stop this. Mr. Mackay, he continued, told them they had better go down to see the Government, and that is why they had come. He hoped the Premier would look into the matter, because this particular piece of land was the only land they had to live upon. They had not been told that another piece would be set apart for them, and so they had come to state their case. It was only now that such trouble had come upon them. Their women and children had no other means of support beyond this piece.

Mr. Edwards: Speaking as the representative of these people, you will understand that all the figurative language in which they indulge about bloodshed comes from the Natives, and not from their representatives. You may not be aware, Sir, that although a Land Transfer certificate of title was issued for this land, the Native Land Court Judges, on rehearing, reported to the Chief Judge that there appeared to have been a miscarriage of justice with regard to this piece, in awarding it to Kemp and Hunia. There is no doubt that the land is tribal land, and ought to be held for about 130 others who reside on it, and for whom it forms the only means of subsistence. There is no doubt that the Native Land Court made a mistake in the first instance, and if you will search the records of the Court, you will find that, in a great number of these subdivisions, a trust was intended to be created; in fact, this was stated in the Court. Judges Mair and Scannell reported, on rehearing, that it was evident there had been a miscarriage of justice in this case, and it was suggested that it would have to be rectified by legislation. I apprehend, if you satisfy yourself of that, the Government will not dream of dealing with people as owners of this land who are not really entitled to it. There is no doubt that Wirihana Hunia is interested in the block, and, acting under my advice, the Natives were willing to make a compromise with him. They were willing that this sale should be carried out: that this particular piece of land should be given up to Hunia, if his claim were extinguished in the remainder of the block. This was refused, and now the Natives, at the request of the representatives of the Government in the district, have come to see you on the matter. Apart from the equitable side of this matter, there are very considerable legal difficulties which, of course, will be for the Law Officers of the Crown to deal with. I have to suggest that an inquiry should be made into this matter, and, if the story of these Natives is substantiated, as I have no doubt it will be, and if the report of the Land Court Judges is correct, provisions should be made to prevent these Natives being deprived of their land. These Natives have relied on an answer given in the House last session by the Hon. Mr. McKenzie to Mr. Pratt. It is to be found on page 461, *Hansard*. The Natives placed great reliance on that promise, and they ask that the interest of the beneficiaries should be protected. As I said before, I hope you will not take any notice of what the Natives say about bloodshed, &c., as that is only the Native way of speaking; and I trust you will see this promise carried into effect.

Mr. McDonald: I have been acting as interpreter for these Natives for four or five years, and they are not disputing the sale to the Government. They do not mean to do harm in any shape or form. When they say that they have only this piece of land they really mean the whole block of 14,975 acres. They would be satisfied if the Government would set apart certain portions of it where they have been cultivating for years and years, and gave them a title to it.

The Premier: I reciprocate the good wishes of the Natives, and I hope that as we have met as friends to-day we will always meet as friends. The Natives have done well in accepting the advice offered them to come and see the Government. If they had followed the wrong course commenced it would have been a serious matter for them, and the Government would have regretted being compelled to take extreme measures. If they had done that they would have lost their good name

as good subjects of the Queen, whose laws they must obey. I was pained when I heard this Native speaking of having recourse to force, and dying on the land; and I accept the explanation given by Mr. Edwards that it was only figurative speech and not really intended. There is no necessity in a case of this kind for anything like that; nor would it have any effect. It would only get the Natives into trouble. The trouble they have got into has not been brought on them by the Government. The land is legally vested in Kemp and Hunia; and, unfortunately, for the Natives now protesting, there is nothing in the title to show that Kemp and Hunia were trustees. They are declared absolute owners. If it were not for the Government, Kemp and Hunia could have sold the land to whoever they pleased and put the money in their pockets, and the Natives were powerless to do anything. But the Government stopped this by putting a Proclamation on the land. If the Government withdraw that to-morrow the Natives are powerless. Now, to show that the Government were not unmindful of the promise made by Mr. McKenzie in the House, when Hunia was making the sale to them, they got from him in writing a statement that he would be prepared to cede to the Natives who were located on the land some 3,000 acres; and it has been suggested that if Major Kemp would do the same they would have some six thousand or seven thousand acres. I may say the Government feel the position in which the Natives are placed, but cannot help it. There is the law. The title has gone to these two men—Hunia and Kemp—absolutely. If we withdraw the Proclamation to-morrow we should not be in a position to help those now complaining; and if they persist in lawlessness and threats, there is nothing for the Government but to let the law take its course. I would suggest that they see Major Kemp and Hunia, and if these two owners are willing to cede anything by way of gift, and we can do anything, we shall be prepared to help them. It would be a very difficult process, as well as expensive, for those the deputation represent to go to law. The title was in the names of these two Native chiefs—Hunia and Kemp. The Government bought the land, and gave a fair price for it; and the Government will remain in occupation and go on with the improvements. At the same time, the Government, knowing the circumstances of the case, are prepared to see justice done, provided the Natives represented by the deputation act as Europeans would do. It may be that if Hunia and Kemp act fairly as between man and man in the matter, that legislation may be required to set the matter right; and I can say that the Government will be only too glad to do all in its power to assist. If the Natives persist in lawlessness and misbehaviour, the Government will simply say the law must take its course. My sympathy will go from them, and I shall be very much pained owing to their doing that which is wrong, and which will recoil upon themselves.

Mr. Edwards: I may say that the Natives inform me that the portion Hunia has offered them is valueless, being all sand and swamp. They say that if Hunia takes the portions he has selected, he may as well take the whole block.

The Premier: They had better see if some arrangement cannot be come to between Hunia and Kemp.

Mr. Edwards: Kemp has always admitted that he is a trustee. He has said so before Parliamentary Committees.

The Premier: You know how far that goes, when a man has a title.

Mr. Edwards: I think it would go far enough before a Committee.

The Premier: If we withdraw the Proclamation, the land could be sold to-morrow.

Mr. Edwards: There are two or three caveats on the land, so that nothing could be registered.

The Premier: But the land could be sold.

Mr. Edwards: I have impressed on the Natives the cost and uncertainty of litigation; but the Natives say that this land offered by Hunia is absolutely valueless. Could not the purchase-money be impounded till Parliament meets, or till the Government issue a Royal Commission to inquire into the matter.

The Premier: That is impossible. The whole question seems the interpretation of Hunia's written undertaking. If it is found that the undertaking is binding, and he is not giving it a fair interpretation, it is a matter for the Government to consider.

Mr. Edwards: The Natives say that the 3,000 acres he offers are valueless. They say he picks out a piece of sand here and a piece there. They wish the dividing-line to be drawn straight.

The Premier: The Proclamation was got principally with the object of protecting the Natives. It was given at the eleventh hour. It is time now that the matter was settled, for the land is lying idle and settlement stopped. There must be no mistake about it. If there is any further trouble it will recoil on the Natives, and those who wrongly advise them to break the law.

Mr. Edwards: They will not do anything contrary to law on my advice.

The Premier: I am a plain-spoken man, Mr. Edwards. My remarks referred to persons in the locality who have been advising them to use force. This advice might have caused serious trouble and bloodshed.

Mr. Edwards: They do not appear to have done much harm.

The Premier: No, but they might. However, I am going to look into Hunia's undertaking, and I think it ought to be given a fair interpretation.

Mr. Edwards: In my opinion, if the 3,000 acres offered were the same value as the rest of the block, it would be accepted.

Mr. McDonald: I agree with that; but he has picked out 114 acres in this place and seventy-six in that, and so on.

Mr. Edwards: Their grievance is that you bought the land from Hunia, knowing it belonged to them.

The Premier: We say it belongs to Hunia. The title is perfect, and it cannot be upset.

Mr. Edwards: I do not admit that: but I have impressed on the Natives the disadvantages of legislation.

The Premier: They will not expedite matters by going on as they have commenced; but I presume we shall hear no more of forcible interference with the men. If they do so they will regret it.

Te Rangimāirehau : If you can point out the particular piece of land we can have we will stop.

The Premier : There are 15,000 acres of land; the Government bought only 700 acres; but the Natives have not any particular claim to this piece of land bought by the Government.

Te Rangi : The land outside is utterly sand. We want the Government to cut us out another piece.

The Premier : The Government will not cut out a piece. The Government has bought the land, and will retain it.

Te Rangi : We do not care to take sandy land, for there is no feed on it. If potatoes are planted in sand they will not grow.

The Premier : There are 13,300 acres left to grow plenty of potatoes.

Te Rangi : That is inferior land, and we can do nothing with it. We cannot get to the good land if we are on the beach.

The Premier : At present these Natives are in the clouds—neither on the beach or the good ground. The Government will inquire into the matter, and see how far this undertaking of Hunia's is binding. I will go the length of saying that, not as a matter of right, but with a view of getting information. I will get a report from an expert on the land offered by him. I will send an expert, and they can show him the land, and, of course, Hunia must be represented too. The Government will then get a report, and see if they have been dealt with fairly.

The Natives expressed their satisfaction, hoped God would be good to the Premier, and withdrew.

EXHIBIT W.

Horowhenua, 5 Oketopa, 1867.

He pukapuka whakaae tenei na te iwi katoa, ara, na Muaupoko, mo te rana kua retia e Kita Maki-tonore mo ana kau hoiho hipi hoki. Ko nga tau kua whakaaetia e ono tau (6). Ko te utu mote tau tuatahi kotahi rau £100 pauna tau tuarua £105 paun me te rima pauna ka neke haere tonu tenei utu i roto i nga tau e ono 6. Ka timata i te Uamairangi haere tonu i te tai tae noa ki ta matou rohe ko Ngatihuia kaa hu whakaroto mau noa atu ki Ngatokoroa ka ahu ki te roto mau noa ko Hokio rere tonu i roto i te awa mau noa atu ko te Uamairangi. Ko a matou kau hoiho poaka e noho tahi tonu i runga i te rana. Heoti ano to te raana ona korero.

He kupu he tenei mo nga tangata haere ki te raana ara pokanoa ki te whakangau poaka ara i te raana engari me haere atu ki a Kita ki te kore taua tangata e tae atu ki a Kita ka whiua ia ki te utu nui.

He kupu ano tenei ki te whakahe te tangata i muri i tenei korero ka whakahengia ia e te iwi katoa.

Whatanui.	Na Inia te Marake.
Na Hoani (tana x maka) Manahita.	x Na Rewiri.
x Na te Rangirurupuni.	x Na te Matenga.
x Ko te Herewini.	Manihera.
x Na Awarua.	x Na Karaitiana.
x Na Hura.	x Na Ruka.
x Na Wiperehama.	x Na Wiremu Hori.
x Na Matene.	x Na Wiremu Hopiona,
x Na Heremaia.	x Na Winara.
Na te Kerehi Tomo.	Na
Na te Wirihana.	Na Ngariki.
x Na Himiona.	Na
Na Ihaia Taueki.	Na Hoe.
Na te Pehira Maruawhe.	Na Heta.
	Na Wata Muruahi Hapimana.

[Stamp, 1d.—H. McD.]

H. McDONALD.

Treasury Voucher, No. 35280.

THE New Zealand Government.—Department or Service : Native Land Purchase Department.

Dr. to Keepa te Rangihiwini.

10th October, 1892.—Payment on account of my interest in Horowhenua No. 11 Block, containing 14,975 acres, which I hereby agree to sell to Her Majesty the Queen : £5.

Claimant : Keepa te Rangihiwini, Wellington.

Total, £5.

I certify that, to the best of my knowledge and belief, the foregoing account is true and correct in every particular.

P. SHERIDAN.

Received from the Postmaster-General, by cheque No. 463, on Wellington, countersigned this 10th day of October, 1892, by W. T. Thane, Esq., the sum of £5, in full payment of the above account.

MEIHA KEEPA TE RANGIHIWINUI.

Witness to payment and signature—

GEORGE H. DAVIES, Licensed Interpreter, Wellington.

EXHIBIT Y.

[TELEGRAM.]

Tauteka Matene, Horowhenua, Foxton.
TE kupu ki a koe me mahi koe i to whare ki te wahi i pai ai koe.
Me noho koe ki tera wahi.

Wanganui, noon, 28/7/81.
Kaore he tihanga i te tangata.
MEIHA KEEPA.

EXHIBIT Z.

SKELETON LINE OF DESCENT, showing the Principal Descendants of Ngati-Parekohatau, Ngati-Pareraukawa, and Ngati-Hikitanga, and Relationship between RAUPARAHA and WHATANUI and the Rangatira Line of Ngatiraukawa.

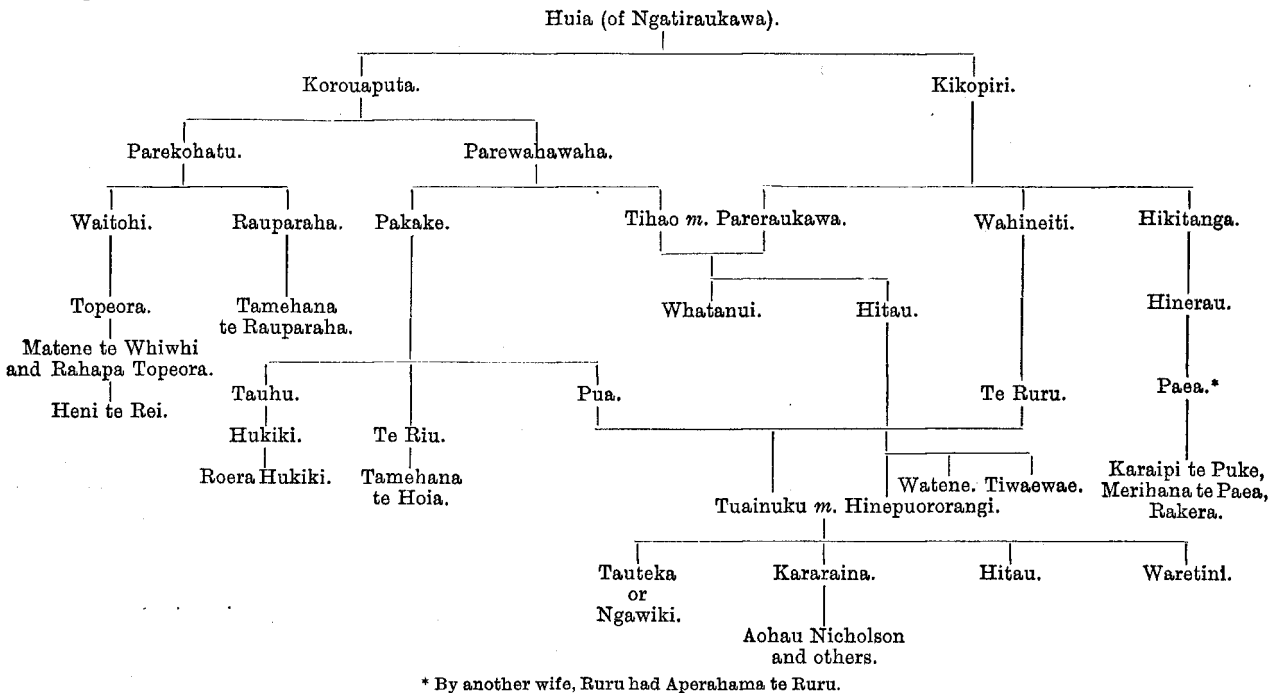


EXHIBIT AA.

A.—MAJOR KEMP'S LIST of PERSONS to be ADMITTED into BLOCK No. XI. (containing 14,825 acres 3 roods 18 perches), as of right (*ahi ka*).

1, Keepa Te Rangihwinui; 3, Ihaia Tauwehi; 4, Rewiri Te Whiumairanga (representatives of); 6, Noa Te Whata (representatives of); 5, Te Rangirurupuni (representatives of); 7, Motai Tauwehi; 8, Heta Te Whata (representatives of); 9, Wirihana Tarewa (representatives of); 10, Inia Tamaraha (representatives of); 12, Hoani Puihi; 13, Raniera Te Whata; 14, Te Kerehi Mitiwaha; 15, Tamati Maunu (representatives of); 16, Ihaka Te Rangihouhia (representatives of); 17, Matene Pakauwera (representatives of); 19, Himiona Taiweherua (representatives of); 21, Hoone (Tupou); 22, Karaitiana Tirawahi; 23, Riwai Te Amo (representatives of); 24, Ngariki Te Raorao; 25, Winara Te Raorao; 29, Heta Matakara (otherwise called Heta Matakatea) (representatives of); 30, Matenga Tinotahi (representatives of); 32, Wata Muruahi; 33, Noa Tawhati; 34, Petera Te Ha (representatives of); 35, Tahana Muruahi; 36, Tamati Muruahi; 37, Hopa Here-maia; 38, Wiremu Matakatea (the younger); 39, Ruka Hanukanu; 42, Herewini Rakautihia (representatives of); 43, Akuira Takapo (representatives of); 44, Te Whata Tamaka, struck out; 45, Taare Matai; 46, Taare Hereora; 47, Kingi Te Patu (representatives of); 49, Kingi Puihi; 50, Arikihanara (representatives of); 51, Hapimana Tohu (representatives of); 52, Eparaima Te Paki; 53, Hori Te Pa; 56, Te Oti Te Hou; 64, Te Waata Rauhi Te Hau; 65, Rihara Tarakihi; 66, Harurukiterangi; 67, Te Rangimairehau; 68, Henare Hanuhanu; 69, Te Porana Muruahi; 71, Henare Mahuika; 75, Hopa Te Piki; 76, Te Mananui Tawhai; 77, Te Waitere Kakiwa (representatives of); 88, Ruta Te Kiri (representatives of); 89, Wiki Meiha Keepa; 91, Hereora (representatives of); 92, Makere Te Rou; 93, Ani Kanara Te Whata; 96, Maata Huikirangi; 98, Hari-ata Tinotahi; 99, Oriwia Te Mitiwaha (representatives of); 100, Hera Toupou (representatives of); 133, Pirihiara Te Hau (representatives of), otherwise called Hautapu; 102, Riarona Taueki (representatives of); 101, Pirihiara Te Rau (representatives of); 103, Tiripa Tauhi; 105, Pirihiara Te Whata (representatives of); 107, Wiki Hanita (representatives of); 108, Merchira Te Mareka (representatives of); 109, Rora Korako; 111, Mereana matao; 113, Unaiki Taueki; 114, Ema Te Whango (representatives of); 115, Roreta Tawhai (representatives of); 116, Maata Te Whango; 123, Merchira Tohu (representatives of); 127, Paranihia Riwai; 128, Peti Kohu; 129, Peti Te Uku (representatives of); 135, Emiri Ngawhakawa.

Meiha KEEPA TE RANGIHIWINUI.

B.

In addition to the persons named in the foregoing list, Major Kemp admits the following also of those mentioned by Warena Hunia when giving his evidence: that is to say, the following persons have rights as *ahika* within Block No. XI:—

40, Himiona Kowhai; 106, Iritana Kowhai; 12, Paki Te Hunga; 110, Rhipeti Tamaki; 15, Peeni Tikara; 95, Hiria Amorangi; 20, Pire Tikara (otherwise Pero Tikara).

Meiha KEEPA TE RANGIHIWINUI.

A and B.—The same list is put in for Horowhenua No. XII. (13,000 acres).

Meiha TE RANGIHIWINUI.

EXHIBIT AB.

LIST of WHATANUI'S PEOPLE actually residing on South of Hokiō contiguous to Raumatangi at the Time of the Dispute between Whatanui's People and Kawana Hunia in 1873-74.

Wharetini and his four children—Hukiki, Iwa, Tiari, Heni. Hitau. Tauteka. Kararaina and her children—Neville Nicholson, Edward Nicholson, Ema Winiata, Howard Nicholson, Caroline Nicholson. Watene Ti Waewae and his children—Piu, Arara, Waihaki. Erena te Rauparaha (daughter of Tuainuku's sister) and her child, Mohi Tarapuhi. Te Wiiti.

EXHIBIT AC.

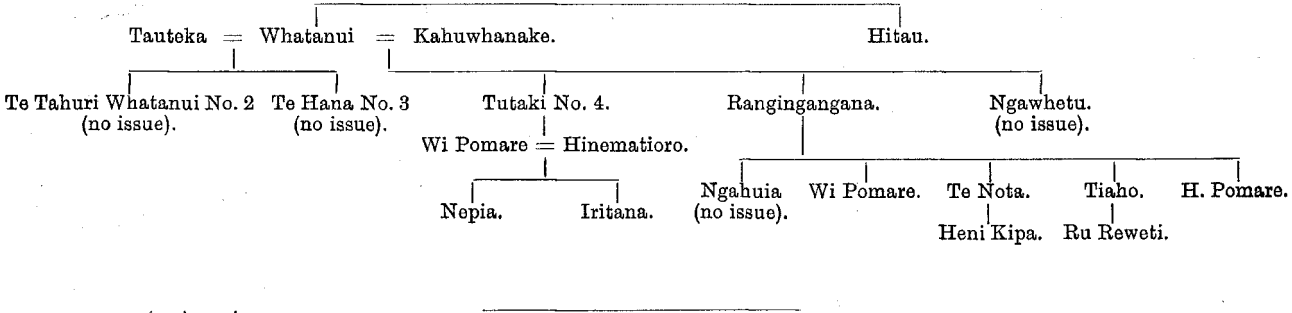
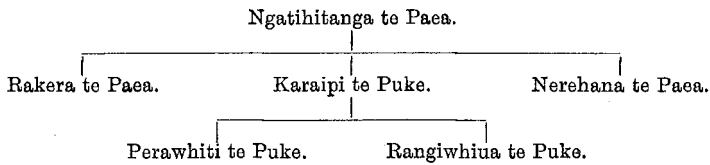


EXHIBIT AD.

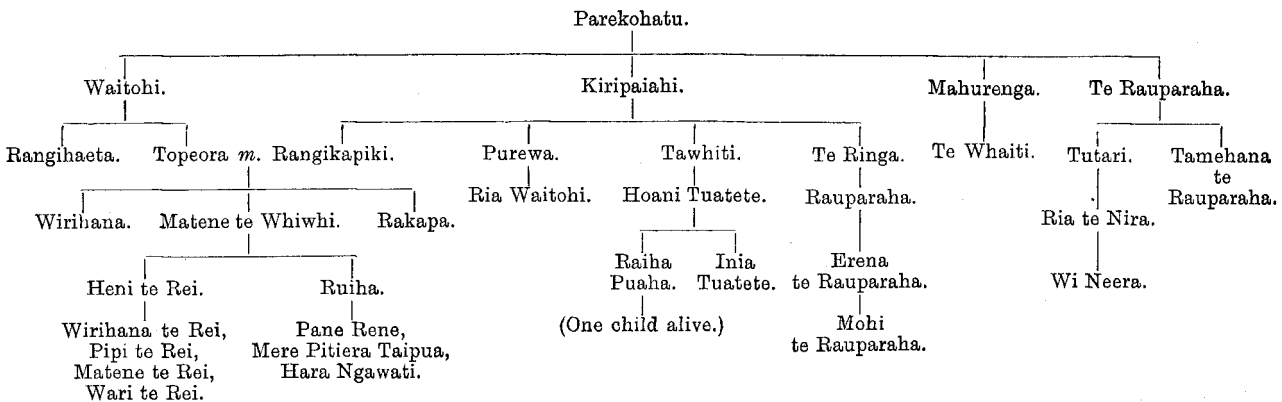


Heads of Families occupying in 1874.—(1) Rakena; (2) Karaipi te Puke; (3) Nerehana te Paea.

Ngatikahoro.—One person only with occupative rights.

Horomona Toremi.—Ngati-Pareraukawa, claiming through Aperahama to Ruru, the descendants of Hitau—viz., Waretini Tuainuku and the Nicholson family only—in 1874; four heads of families with occupative rights—Waretini, Kararaina, Tauteka, and Te Hitau.

EXHIBIT AE.



Heads in 1874.—Ngati Panekohatu, 7 heads; Ngati Pareau Kawa, 4 heads; Ngati Hikitanga, 3 heads; Ngati Kahoro, 1 head. Total, 15 heads.

Heads of Families in 1874, or (where only one line of descent) in 1896.—(1) Matene te Whiwhi; (2) Wirihana (no occupation); (3) Raiha Puaha; (4) Inia Tuatete; (5) Mohi te Rauparaha; (6) Wi Neera; (7) Tamehana te Rauparaha (no occupation); (8) Erenora Tungia; (9) Rakapa Topeora.

EXHIBIT AF.

DEAR MR. WARD,—

Premier's Office, Wellington, 8th April, 1893.

I have received yours of the 5th instant, and have to thank you very heartily for your kind reference to my health, which has been steadily improving, with a few slight relapses, for some time.

It gives me great pleasure to note the splendid work you are doing in the Native Land Court, the effect of which will be to revolutionise things in Wanganui, and lead, generally, to the extension of settlement along the Wanganui River.

I attach great importance to the Pipiriki case, because the place is certain to be the principal emporium on the banks of the Wanganui River for the inland trade and commerce. We have arranged with the Natives that they are to give land there for a Government township, and that they shall receive the alternate sections, so that the sale may be mutually beneficial. I have always thought it wrong that we should deprive the Natives, for a mere song, of the benefit which would accrue from the disposal of their land; and I would be quite willing to see them treated as partners in the future, in such cases.

Your firmness undoubtedly had the effect of putting down the obstruction offered by Kemp and his followers, and has rendered a real service to the colony.

We are having here a very fine autumn, and people on the whole seem to be fairly prosperous. With kind regards to Mrs. Ward, yourself, and family, in which Mrs. Ballance joins.

Believe me, yours very truly,

R. Ward, Esq., Judge, Native Land Court, Wanganui.

J. BALLANCE.

EXHIBIT AG.

LIST of PERSONS to be ADMITTED into HOROWHENUA No. 6 (containing 4,615 acres 1 rood 7 poles).

1, Hapeta Taueki; 2, Mohi Rakuraku; 3, Kaiwhare Rakuraku (representatives of); 4, Hetarihi Matao; 5, Hoani Nahona; 6, Hema Henare; 7, Hanita Henare; 8, Amorangi Rihara; 9, Raniera Matakatea; 10, Warena Te Kerehi; 11, Haare Taueki; 12, Nati Amorangi; 13, Heta Noa (representatives of); 14, Rewi Wirihana; 15, Wiremu Te Pae; 16, Taitoko-ki-te-uruotu; 17, Rawinia Ihaia; 18, Rahira Wirihana; 19, Meri Nireaha; 20, Pirihi Nireaha; 21, Tapita Himiona; 22, Ngahuia Eruera (representatives of); 23, Roka Hanita; 24, Ripeka Winara; 25, Riria Peene; 26, Hoana Rata; 27, Hariata Ngamare; 28, Te Kiri Hopa; 29, Kahukore Hurinui; 30, Oriwia Maiangi; 31, Rawea Tarana; 32, Miriama Matakatea; 33, Norenore Te Kerehi; 34, Ngahuia Heta; 35, Parahi Reihana; 36, Te Raraku Hunia; 37, Tuhi Hori; 38, *~~Hori Wirihana~~, Heni Kuku; 39, Te Ahuru Porotene; 40, Te Meihana Tupou; 41, Mii Maunu (representatives of); 42, Ani Patene; 43, Harirota Taare; 44, *~~Mii Maunu~~ (representatives of), Wiki Pua.

W. L. BULLER,

Solicitor for the Muaupoko.

* These names were erased and those of Heni Kuku and Wiki Pua substituted, according to agreement (marked "AL"), dated 17th April, 1896: signed by Sir Walter Buller as solicitor for Muaupoko, Mr. J. Stevens as agent for Warena Hunia, Mr. A. McDonald as agent for Muaupoko not otherwise represented.—J. B. HACKWORTH, Clerk, Horowhenua Commission.—21/4/96.

EXHIBIT AH.

RERE WAHO.—ADDITIONAL NAMES to be provided for (as *ahika*):—

Pere Koraua, Pehira Tuwharetoa.

W. L. BULLER,

Solicitor for Major Kemp.

Pane Kirana, Hori Wirihana, 16/8/96.

EXHIBIT AI.

LIST of PERSONS whose NAMES it is proposed to have put into the TITLE of SECTION No. 6, HOROWHENUA.

Hapeta Taueki, Mohi Rakuraku, Kaiwhare Rakuraku, Heteriki Matou, Hoani Nahona, Hema Henare, Hanita Henare, Amorangi Rihara, Raniera Matakatea, Warena Te Kerehi, Haare Taueki, Nati Amorangi, Heta Noaa, Rewi Wirihana, Wiremu Te Pae, Taitoko-ki-te-Uruotu, Rawinia Ihaia, Rahira Wirihana, Wiki Pua, Heni Kuku, Meri Nireaha, Pirihi Nireaha, Tapita Himiona, Ngahuia Eruera, Roka Hanita, Ripeka Winara, Riria Pene, Hana Rata, Hariata Ngamare, Te Kiri Hopa, Kahukore Hurinui, Oriwia Maiangi, Rawea Te Raua, Miriama Matakatea, Norenore Te Kerehi, Ngahuia Heta, Parahi Reihana, Metapere Ngatuere, Te Raraku Hunia, Tuhi Hori, Tiripa Te Raiura, Mere Toitoi, Harirota Taare, Ani Patene, Pikihiua Morea.

JOHN STEVENS, Agent.

EXHIBIT AJ.

LIST of PERSONS of the NGATIPARIRI HAPU to whom Warena Hunia, as their chief, and owner of the southern portion of Section No. 11, Horowhenua, proposes to give 3,500 acres, he retaining for himself an equal area.

Mihi Te Rina Kawana, Rakera Potaka, Herariki Kawana Hunia, Rawinia Matao, Tiaki Tikara, Rangipo Hoani, Hetariki Takapo, Wirihana Paeroa, Te Marika, Te Raraku Hunia, Ani Patene Tinotahi, Hana Rata, Hetariki Matao, Meri Nireaha.

JOHN STEVENS, Agent.

EXHIBIT Ak.

LIST of PERSONS who claim to have an INTEREST in Section No. 14, HOROWHENUA, comprising 1,200 acres.

40, 22, Himiona Kohai; 106, 54, Iritana; 90, 43, Mihi Te Rina Kawana; 131, 67, Rakera Potaka; 132, 68, Herariki Kawana Hunia; 98, 48, Hariata Tinotahi; 112, 58, Rawinia Matao; 111, 57, Mereana Matao; 110, 56, Rihipeete Tamaki; 18, 8, Pene Tikara; 20, 9, Pero Tikara; 50, 92, Tiaki Tikara; 11, 4, Te Paki te Hunga; 12, 5, Hoani Puihi; 49, 28, Kiingi Puihi; 95, 46, Hiria Amorangi; 48, 27, Rangipo Hoani; 31, 85, Hetariki Takapo; 27, 14, Wirihana (Hunia) Paeroa; 28, 15, Warena (Hunia) te Hakeke; Kawana Hunia te Hakeke, Ihaka te Rangihouhia, Riwai Te Amo, Wiki Hanita, Inia Tamarake, Te Marika.

JOHN STEVENS, Native Agent.

For WARENA HUNIA.

EXHIBIT AL.

MEMORANDUM of POINTS mutually agreed upon by the undersigned as to some of the questions raised by the Horowhenua Inquiry.

As to Block No. 1: Nothing in issue.

Block No. 2: The question at issue is as to the liability of Major Kemp to account for the money received from the Government, and as to the "Tenths" in the Township Block.

Block No. 3: Nothing in issue.

Block No. 4: Nothing in issue.

Block No. 5: Nothing in issue.

Block No. 6: Trust admitted. List of forty-four put in by Sir Walter Buller agreed to, subject to following alterations: The names of Heni Kuku and Wiki Pua to be substituted for those of Hori Wirihana and Mii Maunu. A supplementary list of *rerewaho* to be put in by Mr. McDonald, subject to scrutiny before the Commission—such list to contain the two names struck out of the before-mentioned list; also the three names put in by Sir Walter Buller, on behalf of Major Kemp, on Thursday; also three names given in by Mr. Stevens; also the name of Rahira Arohia, mentioned by Raniera te Whata; and such other claimants as may present themselves, with a view to some provision being made by the Commission for all these on such supplementary list as may be able to establish their claims as *rerewaho*.

Block No. 7: Nothing in issue.

Block No. 8: Nothing in issue.

Block No. 9: Nothing in issue—so far as we are concerned.

Block No. 10: Nothing in issue.

Block No. 11: Main issue—Is there a trust or not? Mr. Stevens has no remarks to make in regard to the list put in by Sir Walter Buller, but will offer evidence in support of the list put in by himself. Sir Walter Buller will challenge such of the names only as are not on the original Court list of 1873. Mr. McDonald to be free to challenge names on either list, or to add names, subject to challenge.

Block No. 12: Main issue—Is there a trust or not? Mr. Stevens will not put in any list, contending that, the land being vested in Ihaia Tauuhi, he can do what he pleases with it. Sir Walter Buller's list is in the same as for Block No. 11.

Block No. 13: Nothing in issue.

Block No. 14: Question at issue, Is there a trust or not? If found in the affirmative, Sir Walter Buller sets up the names of the four persons named by Major Kemp as being "in his heart," or, in the alternative, the list put in by him for Blocks Nos. 11 and 12, on the principle of this being a part of the tribal estate, subject, of course, in either case, to the existing transfer, leases, and mortgage under the Land Transfer Act. Mr. Stevens, on the other hand, maintains the list put in by him for this particular block; whilst Mr. McDonald submits that the whole of the persons on Block No. 3 list should go in.

As to Blocks Nos. 11, 12 and 14, Mr. McDonald further submits that if all the No. 3 Block owners are admitted, then all the No. 6 list, and all the *rerewaho* on the supplementary list (when settled) should come in also. Sir Walter Buller and Mr. Stevens entirely dissent from this view, contending that these people were let into the estate by a voluntary act of grace on the part of the registered owners.

Other questions at issue are: (1.) As to moneys received by Major Kemp, for sale of land, or as rent, or as royalty on timber. (2.) As to money received by Warena Hunia on sale of land to the Crown. (3.) As to the effect in law or in equity of the deed of release, discharge, and confirmation put in by Sir Walter Buller, both as to rents and proceeds of sales and as to division and administration of the Horowhenua Estate generally.

W. L. BULLER,

Solicitor for Muaupoko.

JOHN STEVENS,

Agent for Warena Hunia.

A. McDONALD,

Levin, 17th April, 1896.

Agent for certain Muaupoko not otherwise represented.

EXHIBIT Am.

NEW ZEALAND.

Register-book, Vol. 66, folio 152.

Reference: V 48, folio 148; Transfer No. 20454, 20743.

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

THIS certificate, dated the ninth day of December, one thousand eight hundred and ninety-two, under the hand and seal of the District Land Registrar of the Land Registration District of

Wellington, witnesseth that Sir Walter Lawry Buller, of Wellington, K.C.M.G., is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered red, be the several admeasurements a little more or less, that is to say: All those parcels of land containing together eleven acres and one rood, situate in the Provincial District of Wellington, being parts of subdivision number fourteen, Horowhenua Block, Waitohu Survey District, Block IV.

(L.s.) G. G. BRIDGES,
Deputy District Land Registrar.

[Sketch-plan.]

EXHIBIT AN.

(5s. stamp.)

MEMORANDUM OF LEASE.

I, KEEPA TE RANGIHIWINUI, of Wanganui, an aboriginal native of New Zealand, being registered as the proprietor of an estate of freehold of inheritance in fee-simple, subject however to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land situated in the District of Horowhenua, containing five hundred and eighty-one acres two roods and sixteen perches (581 2 16), be the same a little more or less, being a part of the land known as Horowhenua Block, Section D, No. 14, comprised in Certificate of Title, Volume 48, folio 148, bounded as follows: The whole of the land to the westward of the public road, adjacent to the Wellington and Manawatu railway-line, as the same is outlined in red on the plan drawn hereon,—do hereby lease to Sir Walter Lawry Buller, K.C.M.G., of Wellington, barrister-at-law, all the said lands, to be held by him the said Sir Walter Lawry Buller as tenant for the space of twenty-one (21) years at the yearly rental of sixty pounds (£60) per annum, payable half-yearly in advance—that is to say, on the twentieth day of May and November in each and every year throughout the said term,—subject to the following covenants, conditions, and restrictions:—

That the said Keepa Te Rangihwinui shall have the right at all times to erect eel-weirs or traps, and to put down eel-baskets at the outlet of the Waiwiri Lake, at the south-west corner of the said block, for the purpose of catching and taking eels therefrom, and to that end shall be allowed full liberty of ingress and egress at all convenient times and seasons.

I, Walter Lawry Buller, of Wellington, barrister-at-law, do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Dated this twentieth day of May, A.D. 1892.

KEEPA TE RANGIHIWINUI, Lessor.
W. L. BULLER, Lessee.

Signed by the above-named Keepa Te Rangihwinui as lessor, and by the above-named Sir Walter Lawry Buller as lessee, this twentieth day of May, 1892, in the presence of—

Signed by the said Keepa Te Rangihwinui after the same had been read over and explained to him by a licensed interpreter, when he appeared perfectly to understand the same, there being a statement in the Maori language of the effect of this lease, certified as correct by a licensed interpreter, indorsed hereon, and also a plan of the land affected by this lease, delineated hereon before the signing hereof; and we hereby severally certify that Keepa Te Rangihwinui's signature was attached hereto in our presence on the twentieth day of May, 1892, and that we are neither of us interested or concerned in the transaction to which this lease relates.

JOSEPH PAUL, Justice of the Peace.
LOUIS DAVIS, Settler, Wanganui.

I, Henry Wirgman Robinson, a Trust Commissioner duly appointed under "The Native Lands Frauds Prevention Act, 1881" (hereinafter termed "the said Act"), do hereby certify that I have made due inquiry with respect to the within memorandum of lease, and am satisfied that the alienation intended to be thereby effected is not invalid according to the true intent and meaning of the said Act and "The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888"; that the consideration purporting to be paid (or given) under the said memorandum of lease has been paid (or given); that the Natives interested in the land comprised in or dealt with by the said memorandum of lease have sufficient land left for their occupation and support; and that the said memorandum of lease is executed with all the formalities prescribed by law with respect to the execution of deeds by Natives.

Dated at Wellington this 1st day of October, 1892.

H. W. ROBINSON, Trust Commissioner.

No. 1968, lease of part of Horowhenua, Sec. D, No. 14, situated in Horowhenua District. Correct for the purposes of the Land Transfer Act.—W. L. BULLER.

KEEPA TE RANGIHIWINUI, Lessor.
Sir WALTER L. BULLER, Lessee.

Particulars entered in the Register-book, Vol. 48, folio 148, the 11th day of October, 1892, at 3 o'clock p.m.—J. W. SHAW, Assistant District Land Registrar of the District of Wellington.

(Wellington, 23/5/96, M.) (Stamps, £45 13s.) (L.s.)

STATEMENT OF CONTENTS (IN MAORI).

HE pukapuka rihī tenei na Keepa Te Rangihīwinui he tangata Maori o Niu Tireni kei Wanganui e noho ana ki a Ta Waata Rore Pura he roia kei Poneke e noho ana, ko te whenua ka rihitia nei ko tetahi wahi o te poraka e huaina ana ko Horowhenua Tekihana D Nama 14 kei roto kei te Tiwhikite pukapuka 48 Rarangi 148 e mau nei te ahua o taua wahi ka rihitia nei kei te mapi i tua nei he whero te tohu e rima rau e waru tekau ma tahi eka me te hawhē nga eka nui atu ranei iti iho ranei. Ko nga tau o tenei rihī e rua tekau ma tahi timata atu i te rua tekau (20) o nga ra o Mei, 1892. Ko te utu e ono tekau pauna i te tau a kia rua nga homaitanga i te timatanga ano o ia hawe tau, i ia hawe tau, ara kei te 20 o Mei, e toru tekau pauna, hei te 20 o Noema, e toru tekau pauna ia tau, ia tau, taea noatia te mutunga o enei tau e rua tekau ma tahi, ko te wahi ka rihitia nei ko te taha ki waho o te huanui i te rerewe i te taha ki te Moana. Engari ka rahuitia e Te Keepa Te Rangihīwinui te puaha o Waiwiri, ko te putanga hoki tena o te roto, a ka tino whai tikanga ia ki te hanga pa tuna ki te tuku hinaki ki taua wahi i te pito ki te Tonga-whaka-te-hauauru o taua poraka he mea kia riro i a ia nga tuna o te roto nei o Waiwiri.

I, Ernest Barnes, of Wanganui, a duly licensed interpreter, do hereby certify that the above is a correct statement in the Maori language of the effect of the within-written lease.

ERNEST BARNES,

Licensed Interpreter, Wanganui.

[Sketch-plan.]

EXHIBIT Aa.

(Stamp, 5s.—6/9/92.)

MEMORANDUM OF LEASE.

(L.S.)

I, **KEEPA TE RANGIHIWINUI**, of Wanganui, an aboriginal Native of New Zealand, being registered as the proprietor of an estate of freehold of inheritance in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land situate in the District of Horowhenua, containing five hundred and ten acres two roods and thirty-two perches (510 2 32), be the same a little more or less, being a part of the land known as Horowhenua Block, Section D., No. 14, comprised in Certificate of Title, Volume 48, folio 148; that is to say—the whole of the said block of land to the eastward of the Wellington and Manawatu Railway-line, save and except a quadrilateral parcel of one hundred acres at the north-west corner, having a frontage of twenty chains to the said railway-line, with a depth of fifty-one chains 142·5 links, as the said land is shown on the plan hereof drawn hereon and outlined in red—do hereby lease to Sir Walter Lawry Buller, K.C.M.G., of Wellington, barrister-at-law, all the said lands to be held by him the said Sir Walter Lawry Buller as tenant for the space of twenty-seven years from the twentieth day of May, 1892, at a yearly rental of one peppercorn for the first six years of the said term, and sixty-four pounds (£64) for and during the rest of the said term, hereby granted, payable half-yearly in advance, that is to say, the sum of thirty-two pounds (£32) on the twentieth day of May and November in each and every year throughout the last twenty-one years of the said term, subject to the following covenants, conditions, and restrictions: (1) That the said Sir Walter Lawry Buller shall, on the stamping hereof, pay to the Government the back rates on the said land, amounting to forty pounds (£40), and also (2) that the said Sir Walter Lawry Buller shall, during the first six years of the said term hereby granted, give full effect to an agreement, dated the nineteenth day of May, 1892, and made between the said Keepa te Rangihīwinui of the one part and Peter Bartholomew of Levin of the other part, with respect to the cutting and removal of timber from the said lands over a period of six years from the date thereof.

I, **HENRY WIRGMAN ROBINSON**, a Trust Commissioner, duly appointed under "The Native Lands Frauds Prevention Act, 1881" (hereinafter termed "the said Act"), do hereby certify that I have made due inquiry with respect to the within memorandum of lease, and am satisfied that the alienation intended to be thereby effected is not invalid according to the true intent and meaning of the said Act and "The Native Lands Frauds Prevention Amendment Act, 1888," that the consideration purporting to be paid under the said memorandum of lease has been paid, that the Native interested in the land comprised in or dealt with by the said memorandum of lease, has sufficient land left for his occupation and support, and that the said memorandum of lease is executed with the formalities prescribed by law with respect to the execution of deeds by Natives.

Dated at Wellington, this 1st day of October, 1892.

H. W. ROBINSON, Trust Commissioner.

I, **WALTER LAWRY BULLER**, of Wellington, barrister-at-law, do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Dated the fifth day of September, 1892.

KEEPA TE RANGIHIWINUI, Lessor.

W. L. BULLER, Lessee.

Signed by the above-named Keepa te Rangihīwinui, as lessor, and by the above-named Sir Walter Lawry Buller, as lessee, this fifth day of September, 1892, in presence of—

Signed by the said Keepa te Rangihīwinui, after the same had been read over and explained to him by a licensed interpreter, when he appeared perfectly to understand the same, there being a statement in the Maori language of the effect of this lease, certified as correct by a licensed interpreter, indorsed hereon, and also a plan of the land affected by this lease delineated hereon before the signing hereof; and we hereby severally certify that Keepa te Rangihīwinui's signature was attached hereto in our presence on the fifth day of September, 1892, and that we are neither of us interested or concerned in the transaction to which this lease relates.

A. HUME, J.P. for New Zealand.

No. 1967, lease of part of Horowhenua, Section D, No. 14, situated in the Horowhenua district. Correct for purposes of Land Transfer Act.—W. L. BULLER.

KEEPA TE RANGIHIWINUI, Lessor.

Sir WALTER L. BULLER, Lessee.

Particulars entered in Register-book, Vol. 48, folio 148, the 11th day of October, 1892, at 3 o'clock p.m.—J. W. SHAW, Assistant District Land Registrar of the District of Wellington. (Seal.) (Stamps, £40 1s. 10d.—6/9/92.)

STATEMENT OF CONTENTS (IN MAORI).

He pukapuka rihī tenei na Keepa Te Rangihīwinui he tangata Maori o Niu Tirenī kei Wanganui e noho ana ki a Ta Waata Pura he roia kei Poneke e noho ana. Ko te whenua ka rihitia nei ko tetahi wahi o te poraka e huaina ana ko Horowhenua Tekihana D Nama 14 kei roto kei te Tiwhikete Pukapuka 48 Rarangi 148 e mau nei te ahua o taua wahi ka rihitia nei kei te mapi i tua nei he whero te tohu e rima rau kotahi tekau nga eka me te hawhe nui atu ranei iti iho ranei kotahi rau eka hoki kua kapea ki waho i te pito ki raro e rua tekau tini te wanui i te taha ki te rerewe e rima tekau tini te roa ki muri ko nga tau o tenei rihī e rua tekau ma whitu timata mai i te 20 o nga ra o Mei 1892 ko te utu mo nga tau timatanga e ono he mea karanga kau he kakano pare a mo nga tau e rua tekau ma tahi ki muri e ono tekau ma wha pauna i te tau kia rua nga homaitanga hei te timatanga o ia hawhe tau o ia hawhe tau ara hei te 20 o Mei e toru tekau ma rua pauna hei te 20 o Noema hoki e toru tekau ma rua pauna ia tau ia tau taea noatia te mutunga o nga tau. Erangi ma Ta Waata e utu ki te Kawanatanga inaianei nga reiti o taua whenua e wha tekau pauna. A kia mana rawa hoki i a ia nga tikanga katoa o te kirimene kani rakau i tukuna ki a Pita Patoromu i te 19 o Mei 1892 mo nga tau e ono.

I, George Sisson Cooper, of Wellington, a duly licensed interpreter, do hereby certify that the above is a correct statement in the Maori language of the effect of the within-written lease.

G. S. COOPER.

[Sketch-plan].

EXHIBIT A.

(Stamp duty, 2s. 6d.—4/11/82.) MEMORANDUM OF LEASE.

I, KEEPA TE RANGIHIWINUI, of Wanganui, an aboriginal native of New Zealand, being registered as the proprietor of an estate of freehold in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by the memorandum underwritten or indorsed hereon, in that piece of land situate in the District of Horowhenua containing one hundred (100) acres, be the same a little more or less, being a part of the land comprised in certificate of title, Volume 48, folio 148, known as Horowhenua Subdivision No. 14 (fourteen), bounded as follows: Towards the north-west by the Wellington and Manawatu Railway, 2000 links; towards the north-east by Horowhenua Subdivision 6, 5142.5 links; towards the south-west by other part of the said Subdivision No. 14, 5142.5 links; as the same is more particularly shown on the plan thereof drawn hereon, and therein margined red,—do hereby lease to Sir Walter Lawry Buller, K.C.M.G., of the City of Wellington, barrister-at-law, all the said lands, to be held by him, the said Sir Walter Lawry Buller, as tenant for the space of six years from the twentieth day of May, one thousand and nine hundred and thirteen (1913), at the yearly rental of twenty-five pounds (£25), payable half-yearly in advance, the first of such payments to be made on the twentieth day of May, 1913, on the expiration of Peter Bartholomew's existing tenancy, and the last of such payments on the twentieth day of November, 1918, so that the term hereby granted may run concurrently, and not run simultaneously with that of the adjoining land, subject to the following covenants, conditions, and restrictions: That the said Sir Walter Lawry Buller shall forthwith pay to the Government the arrears of rates on the said land, amounting to the sum of eighty pounds sterling.

I, Henry Wirgwan Robinson, the Trust Commissioner duly appointed under "The Native Land Frauds Prevention Act, 1881" (hereinafter termed "the said Act"), do hereby certify that I have made due inquiry with respect to the within memorandum of lease, and am satisfied that the alienation intended to be thereby effected is not invalid according to the true intent and meaning of the said Act and "The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888"; that the consideration purporting to be paid under the said memorandum of lease has been paid; that the Native interested in the land comprised in or dealt with by the said memorandum of lease has sufficient land left for his occupation and support; and that the said memorandum of lease is executed with the formalities prescribed by law with respect to the execution of deeds by Natives.

H. W. ROBINSON, Trust Commissioner.

Dated at Wellington, this sixth day of December, 1892.

I, Sir Walter Lawry Buller, of the City of Wellington, barrister-at-law, do hereby accept this lease of the above-described lands, to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Dated this thirty-first day of October, 1892.

KEEPA TE RANGIHIWINUI, Lessor.
W. L. BULLER, Lessee.

Signed by the above-named Keepa Te Rangihīwinui, lessor, and by the above-named Sir Walter Lawry Buller, as lessee, this thirty-first day of October, 1892, in the presence of—ALBERT BARNES, a Justice of the Peace, Wanganui, N.Z.

Signed by the said Keepa Te Rangihwinui after the same had been read over and explained to him by a licensed interpreter, when he appeared perfectly to understand the same, there being a statement in the Maori language to the effect of this deed signed as correct by a licensed interpreter indorsed hereon, and also a plan of the land affected by this deed delineated hereon before the signing hereof, and we hereby severally certify that Keepa Te Rangihwinui's signature was attached hereto in our presence on the thirty-first day of October, 1892, and that we are neither of us concerned in the transaction to which the deed relates.

ALBERT BARNES,
A Justice of the Peace, Wanganui, N.Z.
JOHN P. WATT,
Agent, Wanganui.

No. 2003, lease of part of Horowhenua, Subdivision 14, situated in the district of Horowhenua.—Correct for the purposes of the Land Transfer Act.—W. L. BULLER.

KEEPA TE RANGIHWINUI, Lessor.
Sir WALTER LAWRY BULLER, Lessee.

Particulars entered in the Register-book, Vol. 48, folio 148, the 9th day of December, 1892, at 3 o'clock p.m.—G. G. BRIDGES, Deputy District Land Registrar of the District of Wellington.
(Seal.) (Exd.—C. P., G. C.)

I hereby certify the within to be a true copy of a memorandum of lease registered in the Lands Registry Office at Wellington as No. 2003.

Dated at Wellington, this 27th day of March, 1896.

(Reg. fee, 10s.—9/13/93.)

(L.S.) District Land Registrar.

STATEMENT OF CONTENTS IN MAORI.

HE pukupuka rihitenei na Keepa Te Rangihwinui, he tangata Maori o Niu Tireni, kei Wanganui e noho ana ki a Ta Waata Pura he roia kei Poneke e noho ana. Ko te whenua ka rihitia ko tetahi wahi o Horowhenua Nama 6, he rau eka kotahi, kei te pito whakararo taua poraka i te taha tonu o te rerewe, ara ka timata te haere o tenei rihitenei i te putanga ki waho o Pita Patoromu, ara ka timata atu i te 20 o nga ra o Mei 1913, kia mau haere mo nga tau e ono he mea kia rite ki nga tau whakamutunga i te whenua kua rihitia ano ki a Ta Waata Pura o taua poraka ano kei te mapi nei te ahua e mau ana ko te utu e rua tekau ma rima pauna i te tau, kia rua nga homaitanga hei te timatanga o ia hawhe tau, o ia hawhe tau ko te utunga tuatahi hei te 20 o nga ra o Mei 1913. Engari ka utua tonutia e Ta Waata Pura inaianei ki te Kawanatanga nga moni reiti £8.

I, Ernest Barnes, a licensed interpreter, do hereby certify that the foregoing is a correct statement of the effect of the within-written lease.

ERNEST BARNES, Licensed Interpreter.

[Sketch-plan.]

EXHIBIT Aq.

18th July, 1892.

Re Horowhenua.—We hereby appoint Sir Walter Buller our solicitor in regard to the Horowhenua matter, and we hereby authorise him to take such steps as he may think fit for the assertion of our rights to the fifteen-thousand-acre block, or any part of the Horowhenua Estate; whether by petition to Parliament or otherwise; and we hereby retain the said Sir Walter Buller to appear for us in the Supreme Court, or in the Native Land Court, or before any Commission or other tribunal in relation thereto. [The same is repeated in Maori.]

Meiha KEEPA TE RANGIHWINUI, and sixty-eight others.

Re Horowhenua.—I hereby appoint Sir Walter Buller to appear for me, with others as his retainer, and to conduct my case before the Royal Commissioners.

He pukapuka whakatu tenei i a Ta Waata Pura he roia maku i roto i te korero mo Horowhenua i te aroaro o nga Komihana maou ano ko nga mea kua panuitia e ia.

Witness.—HECTOR McDONALD, Licensed Interpreter.

WIREMU MATAKATEA.

EXHIBIT Ar.

MEMORANDUM OF MORTGAGE.

I, MEIHA KEEPA TE RANGIHWINUI, of Putiki, near Wanganui, an aboriginal native chief of New Zealand, being registered as the proprietor of an estate in fee-simple of inheritance in possession, subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or indorsed hereon, in that piece of land situated in the Provincial District of Wellington, containing _____, be the same a little more or less, known as the Subdivision No. 14, Horowhenua, comprising the whole of the lands included in certificate of title, Volume 48, folio 148, of the books of the District Land Registrar for the Registration District of Wellington (except the portion thereof sold and transferred to Walter Lawry Buller) as the said parcel of land is delineated on the plan drawn hereon and edged red, in consideration of the sum of five hundred pounds (£500) sterling, advanced to me the said Meiha Keepa Te Rangihwinui by Walter Lawry Buller, of the City of Wellington, K.C.M.G. (the receipt of which sum I do hereby acknowledge), do hereby, for myself, my heirs, executors, administrators, and assigns (hereinafter collectively referred to as "the mortgagor") covenant with the said Walter Lawry Buller, his executors, administrators, and assigns (hereinafter collectively referred to as "the mortgagee"), that I the mortgagor will pay to the said mortgagee the said sum of five hundred pounds on the ninth day of October in the year one thousand nine hundred and one; and also that I the said mortgagor will,

on the same ninth day of October, 1901, pay to the mortgagee the balance due on the account current between me the mortgagor and the mortgagee for moneys already advanced and owing, and for moneys which may be hereafter advanced and owing, by me the mortgagor to the mortgagee, or otherwise howsoever; and also that I the mortgagor will in the meantime, and until payment of all the moneys aforesaid, pay to the mortgagee interest upon all moneys for the time being and from time to time to be or become owing by me the mortgagor to the mortgagee (as to the said sum of five hundred pounds and all other moneys now owing by me the mortgagor to the mortgagee from the day of the date of these presents, and as to any moneys hereafter to be advanced or become owing by me the mortgagor to the mortgagee from the respective times when the same shall respectively be advanced or become due) after the rate of eight pounds per annum, by equal half-yearly payments on the ninth day of the months of April and October in each year: Provided nevertheless that notwithstanding the provisions herein contained it shall be lawful for me the mortgagor to pay to the mortgagee at any time or times the whole or any part of the principal moneys hereby secured, and upon payment of the whole of such moneys the security hereby created shall be released by the mortgagee, and upon payment of any part of such moneys the interest payable hereunder shall abate proportionately, notwithstanding that the time appointed for payment of the same principal moneys shall not then have arrived; and it is hereby declared and agreed that the power of sale and other powers vested in or given to mortgagees of land under the provisions of "The Land Transfer Act, 1885," and any Act amending the same, may be exercised by the mortgagee at any time after default shall have been made for the space of three calendar months after the same shall respectively become due by me the mortgagor in payment of the principal moneys hereby secured or any instalment of interest thereon without making any demand or waiting any further period of time, and also that the mortgagee shall at all times during the continuance of this security have and retain the possession of this certificate of title and other muniments of title relating to the lands hereby mortgaged, and for the better securing the payment in manner aforesaid of the said principal sums and interest; and I the said mortgagor do hereby mortgage to the mortgagee all my estate and interest in the lands above described. In witness whereof I, the said Meiha Keepa te Rangihiwini, have hereunto set my hand as mortgagor this ninth day of October, 1894.

MEIHA KEEPA RANGIHIWINUI.

Signed by the above-named Meiha Keepa te Rangihiwini, as mortgagor, in the presence of us, the undersigned; and we certify that before such signing a statement in the Maori language of the effect of the above-written instrument, certified as correct by Garland William Woon, a licensed interpreter, was indorsed on the said instrument, and that the effect of such statement was explained by the said interpreter to the said Meiha Keepa te Rangihiwini, and that he fully understood the same; and that a plan of the land was delineated on the said instrument, and that the said Meiha Keepa te Rangihiwini signed the same, on this ninth day of October, 1894; and we further certify that we are neither of us concerned in the transaction to which the said instrument relates.—

ALFRED J. PARSONS,

Justice of the Peace, Wanganui.

JOHN R. McDONALD,

Sheepfarmer, Horowhenua.

L. DAVIS,

Native Agent, Wanganui.

STATEMENT OF CONTENTS (IN MAORI).

Ko te ritenga o tenei tiiti he mokete ka whakataua e Meiha Keepa Te Rangihiwini ki runga ki tona whenua ki Horowhenua Nama 14, 1196 nga eka, haunga ano ia nga wahi kua hokona atu i mua ki a Te Pura. Na, ka herea rawatia tenei whenua inaianei mo nga moni e rima rau pauna kua homai e Ta Waata Rore Pura ki a Meiha Keepa i tenei rangi ano, me etahi moni ano ana tonoa e taua Meiha Keepa kia whakaputaina ki a ia a muri ake nei. Ara ko te ritenga tenei o te mokete nei, ka ata whakahokia paitia e Meiha Keepa taua rima rau pauna a te 9 o nga ra o Oketopa 1901 me era atu moni hoki e tangohia ana e ia, me ana nama katoa pehea ranei pehea ranei e whakaritea ketia ana i Waanganui i a raua ko Te Pura. Engari ki te pai a Meiha Keepa kia whakahokia hohorotia aua moni a te Te Pura ka tika ano kia peratia, a, ka wetekia tonutia tenei here i runga i tana utunga. A, i te mea e takoto a-mokete ana nga moni a Te Pura ka utua tikatia e Meiha Keepa ona inataretu, ko te ritenga tenei e waru pauna mo te rau, kia rua nga homaitanga i te tau, ara, hei te 9 o nga ra o Aperira o Oketopa ia tau ia tau, ara, ka hawhetia, ka timata tonu atu i te ra i tangohia ai te rima rau pauna. A, mehemea ka takahia e Meiha Keepa nga ritenga o tenei mokete, ka kore ranei e mana i a ia, ka kore e utua tikatia nga moni ka tahi ka tukuna ki te Ture o te tau 1885 mana e whakahaere, i runga ano i nga ritenga muru o tenei hanga o te mokete, kahore e whai taima kahore he aha, engari ka rohea ano nga marama e toru hei wa tiaki kei murua hohorotia. Ko te ritenga hoki tena mo nga moni tuturu o te mokete mo nga inataretu hoki, ana hapa i tona ra i whakaritea ai hei utunga. A ko te tiwhikete o te whenua ka waiho marire i te ringaringa o Te Pura takoto ai, tae noa ki te wewetetanga o tenei here. Na, he mea kia kaua a Te Pura e raru i runga i tenei homaitanga moni, kia kaua hoki ia e ruihi, ka ata moketeria katoatia e taua Meiha Keepa a Horowhenua Nama 14 ki a ia, hei pupuri mana, hei tiaki i aua moni i nga inataretu hoki tae noa ki te ra e whakahokia atu ai ki a ia. Koia hoki ia i tuhi ai i tona ingoa ki tenei pukapuka i te 9 o nga ra o Oketopa 1894.

I, Garland William Woon, a duly-licensed interpreter, do hereby certify that the above is a true statement in the Maori language of the contents of the within-written deed.

G. W. WOON, Licensed Interpreter.

I, Robert Ward, a Trust Commissioner duly appointed under "The Native Lands Frauds Prevention Act, 1881" (hereinafter termed "the said Act"), do hereby certify that I have made due

inquiry with respect to the within memorandum of mortgage, and am satisfied that the alienation intended to be thereby effected is not invalid according to the true intent and meaning of the said Act and "The Native Lands Frauds Prevention Act, 1881 Amendment Act, 1888," that the consideration purporting to be paid under the said memorandum of mortgage has been paid, that the Native interested in the land comprised in or dealt with by the said memorandum of mortgage has sufficient land left for his occupation and support, and that the said memorandum of mortgage is executed with the formalities prescribed by law with respect to the execution of deeds by Natives.

Dated at Wanganui, this 18th day of October, 1894.

ROBERT WARD, Trust Commissioner.

INDORSEMENT ON DEED.

No. 17927, mortgage of Horowhenua No. 14. Meiha Keepa Te Rangihiwini, mortgagor; Sir Walter L. Buller, mortgagee.—Correct for the purposes of the Land Transfer Acts.—W. B. EDWARDS, Solicitor to the mortgagor.

Particulars entered in the Register-book, Vol. 48, folio 148, the 20th day of October, 1894, at 10.25 a.m. o'clock.—J. W. SHAW, Deputy District Land Registrar of the District of Wellington.

[Sketch-plan.]

W. B. Edwards, Solicitor, Wellington.

EXHIBIT As1.

Hon. Mr. J. McKenzie.

HOROWHENUA BLOCK.

ANALYSIS.

<p>Title. Preamble. 1. Short Title. 2. Interpretation. 3. Certificates of title to portions of Horowhenua Block to be inalienable. 4. Special jurisdiction and powers conferred on Court. 5. Court to inquire as to dealings with portions subject to trusts. 6. Court to inquire as to trusts of portions held by nominal owners.</p>	<p>7. Charge for payment of moneys found due. 8. Court to inquire for whose benefit division nine was set apart. Proprietors to be registered. 9. Authority for issue of certificates and making entries. 10. Construction of Act. 11. When certain notice deemed to have ceased to have effect. 12. No claim on Assurance Fund. 13. Right of appeal to Appellate Court. Schedules.</p>
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A BILL INTITLED

AN ACT to make Provision respecting the Horowhenua Block.

WHEREAS by a certificate of title ordered to be issued by the Native Land Court at a Court holden at Foxton, in the Provincial District of Wellington, on the tenth day of April, one thousand eight hundred and seventy-three, it was certified that Keepa te Rangihiwini was then the owner according to Native custom of all that parcel of land in the provincial district aforesaid, known as the Horowhenua Block, containing fifty-two thousand four hundred and sixty acres, more or less (hereinafter called "the said block"): And whereas it was at the same time ordered by the said Court that the names of the whole of the persons named in the *First* Schedule hereto (who, together with the successors to such of them as are deceased, are hereinafter referred to as "the registered owners") should be registered under the provisions of the seventeenth section of "The Native Lands Act, 1867," as the whole of the persons found to be interested in the said block: And whereas under the provisions of "The Native Lands Division Act, 1882," the said block was during the months of November and December, one thousand eight hundred and eighty-six, divided amongst the registered owners in the manner set out in the *Second* Schedule hereto: And whereas disputes have arisen from time to time as to the ownership of the said block, and as to dealings therewith: And whereas the Court of Appeal of New Zealand has decided in effect that the division order under the provisions aforesaid, and the certificate of title founded thereon in respect of division number eleven, as in the said *Second* Schedule described, do not contain the names of the whole of the persons beneficially interested therein, and has *inter alia* quashed the said division order and certificate of title, and directed the Native Land Court to make such inquiries and orders as will perfect the title to the said division number eleven: And whereas it is alleged that undefined trusts or unfulfilled obligations and undertakings exist in respect of some of the other divisions of the said block: And whereas it is expedient that all such disputes, trusts, unfulfilled obligations, and undertakings should be inquired into, defined, and disposed of in accordance with the equities of each case respectively:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The Horowhenua Block Act, 1895."

2. In this Act, unless inconsistent with the context,—

"The Court" means the Native Land Court:

"Registrar" means the District Land Registrar for the Wellington Land Registration District:

"Land Transfer Act" means and includes "The Land Transfer Act, 1885," and the Acts thereby repealed.

3. The lands comprised in the several certificates of title issued under the provisions of the Land Transfer Act in respect of divisions numbered six, eight, nine, twelve, and fourteen of the said block are hereby declared to be absolutely inalienable in any manner howsoever until all questions affecting the same have been finally dealt with under the provisions of this Act.

4. In addition to the jurisdiction conferred on the Court by "The Native Land Court Act, 1894," or by any Act for the time being in force relating to Native land or to land held and owned by Natives, the Court shall, as to all the lands comprised in the said block, have the special jurisdiction, powers, and authorities hereby expressly conferred; that is to say, to inquire and determine,—

- (1.) As to the existence and nature of any trust or equitable obligation or undertaking, express or implied, affecting the said block, or any part thereof, or the proceeds thereof, in the hands of Keepa te Rangihwinui or Warena te Hakeke (hereinafter called "the nominal owners"), or either of them;
- (2.) What alienations prior to or subsequent to the division of the said block have been made by the nominal owners, or by either of them, and what moneys have come to their hands, or to the hands of either of them, by virtue thereof or by virtue of any other dealing with the said block, or any portion thereof;
- (3.) What moneys are in equity due or owing by the nominal owners, or either of them, to the registered owners, or to any other persons who shall be found by the Court to be entitled, and in what proportions, in respect of any dealing or other matter as aforesaid;
- (4.) What moneys (if any) are in equity due or owing by, or should be refunded by, the nominal owners, or either of them, to Her Majesty on account of any dealing or transaction with Her Majesty in relation to the said lands;
- (5.) What moneys (if any) are equitably due or owing by either of the nominal owners to the other of them by reason of any dealings or other matters as aforesaid;

And generally, as regards the said block, to adjust and settle as between all parties concerned all matters in dispute in relation to the said lands, and to the dealings of the nominal owners therewith, and to all matters arising therefrom.

5. The Court is hereby further empowered and directed to inquire as to the *bona fides* on the part of the purchaser of any dealing with any portion of the said block in respect whereof the Court shall have ascertained and determined the existence of a trust or equitable obligation or undertaking as aforesaid. And if it shall appear to the Court that any person who has acquired any estate or interests in such land from the nominal owners, or either of them, acquired the same fraudulently or with notice or knowledge of any such trust or equitable obligation or undertaking, then and in such case and notwithstanding anything to the contrary in section one hundred and eighty-nine of "The Land Transfer Act, 1885," the Court may by order set aside such alienation, and the same shall by virtue of such order become absolutely null and void: Provided that nothing herein contained shall prejudicially affect the estate of any *bona fide* purchaser for value from any person affected with fraud or notice as aforesaid. The term "purchaser" in this section includes lessee or mortgagee.

6. The Court is hereby further empowered to exercise all the powers vested in the Court by subsection ten of section fourteen of "The Native Land Court Act, 1894," in respect of any portion of the said block still held by the nominal owners, or either of them, as fully and effectually as if such portion was in every respect subject to the provisions of subsection ten aforesaid, and as if an Order in Council had been issued expressly empowering the Court in that behalf: Provided that it shall not be necessary that any order of the Court shall be laid before the General Assembly in order to give effect thereto.

7. (1.) The payment of whatever moneys are found by the Court on the making of the aforesaid inquiries and the adjustment of the aforesaid disputes to be due or owing by any nominal owner to Her Majesty or any other person is hereby charged upon such nominal owner's share and interest in the said block when ascertained by the Court as aforesaid, and upon all other lands of such nominal owner wheresoever situate, and also upon whatever moneys are found by the Court as aforesaid to be due or owing to such nominal owner by any other person.

(2.) The Court shall from time to time make all such orders as may be deemed necessary for giving effect to the provisions of this Act according to the true intent and meaning hereof.

8. (1.) The Order in Council dated the nineteenth day of August, one thousand eight hundred and ninety, giving the Court jurisdiction in respect of division nine of the said block, and all orders, judgments, and decisions of any Court affecting the same, are hereby declared void, and the Court is hereby directed to ascertain and determine who are the persons for whose benefit it was arranged between the said Keepa te Rangihwinui and the late Sir Donald McLean, in the year one thousand eight hundred and seventy-four, that the said division number nine should be set apart, and to make order accordingly.

(2.) Upon receipt of such order the Registrar shall register the person found entitled as aforesaid as the proprietors of the said division nine according to the shares and proportions specified in such order, and shall cancel the existing certificate of title.

9. This Act shall be a sufficient warrant for the issue or cancellation of any certificate of title in respect to divisions numbered six, nine, twelve, and fourteen, and the making or cancelling of any entry that may be necessary to give effect to this Act, or to any order of the Court under the provisions of this Act, or in exercise of the jurisdiction hereby conferred.

10. Sections twenty-one to twenty-seven inclusive of "The Native Land Court Act, 1894," are incorporated herewith, and shall be read as part hereof, and as applicable to all inquiries directed or empowered by this Act.

11. The notification under the provisions of "The Government Native Land Purchase Act, 1877," published in the *New Zealand Gazette* No. 11, of the seventh day of February, one thousand eight hundred and seventy-eight, shall, with respect to all portions of the said block other than divisions numbered six, nine, eleven, twelve, and fourteen, be deemed to have ceased to have any force or effect on or after the third day of December, one thousand eight hundred and eighty-six.

12. No claim on the Registrar-General of Land, or on the Land Transfer Assurance Fund, shall arise by reason of anything done under the authority of this Act.

13. Any person aggrieved by any decision of the Court under the provisions of this Act shall have the same right of appeal to the Native Appellate Court as is given by "The Native Land Court Act, 1894," in respect of decisions of the Court under the provisions of that Act.

SCHEDULES.

FIRST SCHEDULE.

LIST of the whole of the Persons registered under the Provisions of Section 17 of "The Native Lands Act, 1867," as the Owners of the Horowhenua Block.

Keepa te Rangihwinui.	Kingi Puihi.	Heni Wairangi.
Kawana Hunia te Hakeke.	Ariki Hanara.	Hariata Tinotahi.
Ihaia Tauweki.	Te Hapimana Tohu.	Oriwhia te Mitiwaha.
Rewiri te Whiumairanga.	Eparaima te Paki.	Hera Tupou.
Te Rangi Rurupuni.	Hori te Pa.	Pirihira te Rau.
Noa te Whata.	Hiroti te Iki.	Riarona Taueki.
Motai Tauweki.	Tiaki Tikora.	Tiripa Taueki.
Heta te Whata.	Te Oti te Hou.	Turuki.
Te Wirihana Tarewa.	Tamati Taopuku.	Pirihira te Whata.
Inia Tamaraki.	Topi Kotuku.	Iritana.
Te Paki.	Maaka Ngarongaro.	Wiki Hanita.
Hoani Puihi.	Horopapa Atirangi.	Merehira te Marika.
Raniera te Whata.	Karena Taiawhio.	Rora Korako.
Te Kerehi te Mihiwaha.	Ruahoata.	Rihipeti Tamaki.
Tamati Maunu.	Hakihaki te Wunu.	Mereana Matao.
Ihaka te Rangihouhia.	Te Waatarauhi te Hau.	Rawinia Matao.
Matene Pakauwera.	Rihara Tarakihi.	Unaiki Taueki.
Peene Tikara.	Haruruki te Rangi.	Ema te Whango.
Himiona Taiwehorua.	Te Rangi Mairehau.	Roreta Tawhai.
Pire Tikara.	Henare Hanuhanu.	Maata te Whango.
Hoone.	Te Porana Muruahi.	Mere Mionga.
Karaitiana Tirawahi.	Hori Muruahi.	Ruihi Wunu.
Riwai te Amo.	Henare Mahuika.	Heni Haimona te Iki.
Ngariki te Raorao.	Hehe Whakaka.	Mere Karena te Manaatawhaki.
Winara te Raorao.	Te Hutana Whakaka.	Hira te Rangitakorū.
Wiremu Matakara.	Hamiora Potau.	Arihia Toitōi.
Te Wirihana Paeroa.	Hopa te Piki.	Merehira Tohu.
Te Warena te Hakeke.	Te Mananui Tawhai.	Rora Tohu.
Heta Matakara.	Te Waitere Kakiwa.	Merehira Waipapa.
Te Matenga Tinotahi.	Raatima Potau.	Ria te Raikokiritia.
Hetariki Tekapo.	Matiaha Mokai.	Paranihia Riwai.
Wata Muruahi.	Hori te Mawae.	Peti Kohu.
Noa Tawhati.	Aperahama te Rangiwetea.	Peti te Uku.
Petera te Ha.	Te Miha o te Rangi.	Harirota
Tahana Muruahi.	Te Whatahoro.	Rakena Potaka.
Tamati Muruahi.	Te Peeti te Aweawe.	Herariki Kawana Hunia.
Hopa Heremaia.	Hoani Meihana.	Pirihira te Hau.
Wiremu Matakatea.	Marakaia Tawaroa.	Meretene Whakaewa.
Ruka Hanuhanu.	Karaitiana te Kooro.	Emiri Ngawhakawa.
Himiona Kawai.	Ruta te Riri.	Ngabuia Tirae.
Te Manihera te Rau.	Wiki Meiha Keepa.	Irihapete Ihaia.
Te Herewini Rakautihi.	Mihiterina Kawana.	Matina Tamaiwhakakitea.
Akaira Tekapo.	Hereora.	Wi Waaka.
Waata Tamatea.	Makeke te Rou.	Ani Marakaia.
Taare Matai.	Ani Kanara te Whata.	Matina Karaitiana.
Taare Hereora.	Ani Kanara Tihore.	Miriam Piripi.
Kingi te Patu.	Hiria Amorangi.	Harata te Roeti.
Rangipo Hoani.	Maata Huikirangi.	

SECOND SCHEDULE.

No.	Area.			Owners.
	A.	R.	P.	
1	76	0	0	Meiha Keepa te Rangihwinui.
2	3,988	2	32	Meiha Keepa te Rangihwinui.
3	11,130	0	0	Ihaia Taueki and 105 others.
4	512	1	20	Hiroti te Iki and 29 others.
5	4	0	0	Tamati Taopuku and Topi Kotuku.
6	4,620	0	0	Meiha Keepa te Rangihwinui.
7	311	3	15	Waata Tamatea, Te Peeti te Aweawe, and Hoani Meihana.
8	264	3	15	Mere Karena te Manaotawhaki, Ruahoata, and Karena Taiawhio.
9	1,200	0	0	Meiha Keepa te Rangihwinui.
10	800	0	0	Meiha Keepa te Rangihwinui.
11	14,975	0	0	Meiha Keepa te Rangihwinui and Warena te Hakeke.
12	13,137	0	0	Ihaia Taueki.
13	1 square foot			Wiremu Matakara.
14	1,196	0	0	Meiha Keepa te Rangihwinui.

EXHIBIT As 2.

[AS REPORTED FROM THE NATIVE AFFAIRS COMMITTEE OF THE HOUSE OF REPRESENTATIVES,
25TH OCTOBER, 1895.]

Hon. Mr. J. McKenzie.

HOROWHENUA BLOCK.

ANALYSIS.

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| <p>Title.
Preamble.
1. Short Title.
2. Interpretation.
3. Certificates of title to portions of Horowhenua Block to be inalienable.
4. Special jurisdiction and powers conferred on Court.
5. Court to inquire as to dealings with portions subject to trusts.
6. Court to inquire as to trusts of portions held by nominal owners.</p> | <p>7. Charge for payment of moneys found due.
8. Court to inquire for whose benefit division nine was set apart. Proprietors to be registered.
9. Authority for issue of certificates and making entries.
10. Construction of Act.
11. When certain notice deemed to have ceased to have effect.
12. No claim on Assurance Fund.
13. Right of appeal to Appellate Court. Schedules.</p> |
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A BILL INTITULED

AN ACT to make Provision respecting the Horowhenua Block.

Struck out.

WHEREAS by a certificate of title ordered to be issued by the Native Land Court at a Court holden at Foxton, in the Provincial District of Wellington, on the tenth day of April, one thousand eight hundred and seventy-three, it was certified that Keepa te Rangihiwini was then the owner according to Native custom of all that parcel of land in the provincial district aforesaid, known as the Horowhenua Block, containing fifty-two thousand four hundred and sixty acres, more or less (hereinafter called "the said block"): And whereas it was at the same time ordered by the said Court that the names of the whole of the persons named in the *First Schedule* hereto (who, together with the successors to such of them as are deceased, are hereinafter referred to as "the registered owners") should be registered under the provisions of the seventeenth section of "The Native Lands Act, 1867," as the whole of the persons found to be interested in the said block: And whereas under the provisions of "The Native Lands Division Act, 1882," the said block was during the months of November and December, one thousand eight hundred and eighty-six, divided amongst the registered owners in the manner set out in the *Second Schedule* hereto: And whereas disputes have arisen from time to time as to the ownership of the said block, and as to dealings therewith: And whereas the Court of Appeal of New Zealand has decided in effect that the division order under the provisions aforesaid, and the certificate of title founded thereon in respect of division number eleven, as in the said *Second Schedule* described, do not contain the names of the whole of the persons beneficially interested therein, and has *inter alia* quashed the said division order and certificate of title, and directed the Native Land Court to make such inquiries and orders as will perfect the title to the said division number eleven: And whereas it is alleged that undefined trusts or unfulfilled obligations and undertakings exist in respect of some of the other divisions of the said block: And whereas it is expedient that all such disputes, trusts, unfulfilled obligations, and undertakings should be inquired into, defined, and disposed of in accordance with the equities of each case respectively:

BE IT ~~therefore~~ ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The Horowhenua Block Act, 1895."

Struck out.

2. In this Act, unless inconsistent with the context,—

"The Court" means the Native Land Court:

"Registrar" means the District Land Registrar for the Wellington Land Registration District:

"Land Transfer Act" means and includes "The Land Transfer Act, 1885," and the Acts thereby repealed.

3. The lands comprised in the several certificates of title issued under the provisions of the Land Transfer Act in respect of divisions numbered six, ~~eight~~, nine, *ten*, *eleven*, twelve, and fourteen of the said block are hereby declared to be absolutely inalienable in any manner howsoever until ~~all questions affecting the same have been finally dealt with under the provisions of this Act after the last day of next session of Parliament, and all proceedings in any Court respecting such lands are hereby stayed in the meantime.~~

Struck out.

4. In addition to the jurisdiction conferred on the Court by "The Native Land Court Act, 1894," or by any Act for the time being in force relating to Native land or to land held and owned by Natives, the Court shall, as to all the lands comprised in the said block, have the special jurisdiction, powers, and authorities hereby expressly conferred; that is to say, to inquire and determine,—

- (1.) As to the existence and nature of any trust or equitable obligation or undertaking, express or implied, affecting the said block, or any part thereof, or the proceeds thereof, in the hands of Keepa te Rangihiwini or Warena te Hakeke (hereinafter called "the nominal owners"), or either of them;

Struck out.

- (2.) What alienations prior to or subsequent to the division of the said block have been made by the nominal owners, or by either of them, and what moneys have come to their hands, or to the hands of either of them, by virtue thereof or by virtue of any other dealing with the said block, or any portion thereof;
- (3.) What moneys are in equity due or owing by the nominal owners, or either of them, to the registered owners, or to any other persons who shall be found by the Court to be entitled, and in what proportions, in respect of any dealing or other matter as aforesaid;
- (4.) What moneys (if any) are in equity due or owing by, or should be refunded by, the nominal owners, or either of them, to Her Majesty on account of any dealing or transaction with Her Majesty in relation to the said lands;
- (5.) What moneys (if any) are equitably due or owing by either of the nominal owners to the other of them by reason of any dealings or other matters as aforesaid;

And generally, as regards the said block, to adjust and settle as between all parties concerned all matters in dispute in relation to the said lands, and to the dealings of the nominal owners therewith, and to all matters arising therefrom.

5. The Court is hereby further empowered and directed to inquire as to the *bona fides* on the part of the purchaser of any dealing with any portion of the said block in respect whereof the Court shall have ascertained and determined the existence of a trust or equitable obligation or undertaking as aforesaid. And if it shall appear to the Court that any person who has acquired any estate or interests in such land from the nominal owners, or either of them, acquired the same fraudulently or with notice or knowledge of any such trust or equitable obligation or undertaking, then and in such case and notwithstanding anything to the contrary in section one hundred and eighty-nine of "The Land Transfer Act, 1885," the Court may by order set aside such alienation, and the same shall by virtue of such order become absolutely null and void: Provided that nothing herein contained shall prejudicially affect the estate of any *bona fide* purchaser for value from any person affected with fraud or notice as aforesaid. The term "purchaser" in this section includes lessee or mortgagee.

6. The Court is hereby further empowered to exercise all the powers vested in the Court by subsection ten of section fourteen of "The Native Land Court Act, 1894," in respect of any portion of the said block still held by the nominal owners, or either of them, as fully and effectually as if such portion was in every respect subject to the provisions of subsection ten aforesaid, and as if an Order in Council had been issued expressly empowering the Court in that behalf: Provided that it shall not be necessary that any order of the Court shall be laid before the General Assembly in order to give effect thereto.

7. (1.) The payment of whatever moneys are found by the Court on the making of the aforesaid inquiries and the adjustment of the aforesaid disputes to be due or owing by any nominal owner to Her Majesty or any other person is hereby charged upon such nominal owner's share and interest in the said block when ascertained by the Court as aforesaid, and upon all other lands of such nominal owner wheresoever situate, and also upon whatever moneys are found by the Court as aforesaid to be due or owing to such nominal owner by any other person.

(2.) The Court shall from time to time make all such orders as may be deemed necessary for giving effect to the provisions of this Act according to the true intent and meaning hereof.

8. (1.) The Order in Council dated the nineteenth day of August, one thousand eight hundred and ninety, giving the Court jurisdiction in respect of division nine of the said block, and all orders, judgments, and decisions of any Court affecting the same, are hereby declared void, and the Court is hereby directed to ascertain and determine who are the persons for whose benefit it was arranged between the said Keepa te Rangihwinui and the late Sir Donald McLean, in the year one thousand eight hundred and seventy-four, that the said division number nine should be set apart, and to make order accordingly.

(2.) Upon receipt of such order the Registrar shall register the persons found entitled as aforesaid as the proprietors of the said division nine according to the shares and proportions specified in such order, and shall cancel the existing certificate of title.

9. This Act shall be a sufficient warrant for the issue or cancellation of any certificate of title in respect to divisions numbered six, nine, twelve, and fourteen, and the making or cancelling of any entry that may be necessary to give effect to this Act, or to any order of the Court under the provisions of this Act, or in exercise of the jurisdiction hereby conferred.

10. Sections twenty-one to twenty-seven inclusive of "The Native Land Court Act, 1894," are incorporated herewith, and shall be read as part hereof, and as applicable to all inquiries directed or empowered by this Act.

11. The notification under the provisions of "The Government Native Land Purchase Act, 1877," published in the *New Zealand Gazette* No. 11, of the seventh day of February, one thousand eight hundred and seventy-eight, shall, with respect to all portions of the said block other than divisions numbered six, nine, eleven, twelve, and fourteen, be deemed to have ceased to have any force or effect on or after the third day of December, one thousand eight hundred and eighty-six.

Struck out.

12. No claim on the Registrar-General of Land, or on the Land Transfer Assurance Fund, shall arise by reason of anything done under the authority of this Act.

13. Any person aggrieved by any decision of the Court under the provisions of this Act shall have the same right of appeal to the Native Appellate Court as is given by "The Native Land Court Act, 1894," in respect of decisions of the Court under the provisions of that Act.

Struck out.

SCHEDULES.

FIRST SCHEDULE.

List of the whole of the Persons registered under the Provisions of Section 17 of "The Native Lands Act, 1867," as the Owners of the Horowhenua Block.

Keepa te Rangihiwini.	Kingi Puihi.	Heni Wairangi.
Kawana Hunia te Hakeke.	Ariki Hanara.	Hariata Tinotahi.
Ihaia Tauweki.	Te Hapimana Tohu.	Oriwhia te Mitiwaha.
Rewiri te Whiumairanga.	Eparaima te Paki.	Hera Tupou.
Te Rangi Rurupuni.	Hori te Pa.	Pirihira te Rau.
Noa te Whata.	Hiroti te Iki.	Riarona Taueki.
Motai Tauweki.	Tiaki Tikora.	Tiripa Taueki.
Heta te Whata.	Te Oti te Hou.	Turuki.
Te Wirihana Tarewa.	Tamati Taopuku.	Pirihira te Whata.
Inia Tamaraki.	Topi Kotuku.	Iritana.
Te Paki.	Maaka Ngarongaro.	Wiki Hanita.
Hoani Puihi.	Horopapera Atirangi.	Merehira te Marika.
Raniera te Whata.	Karena Taiawhio.	Rora Korako.
Te Kerehi te Mihiwaha.	Ruahoata.	Rihipeti Tamaki.
Tamati Maunu.	Hakihaki te Wunu.	Mereana Matao.
Ihaka te Rangihouhia.	Te Waatarauhi te Hau.	Rawinia Matao.
Matene Pakauwera.	Rihara Tarakihi.	Unaiki Taueki.
Peene Tikara.	Haruruki te Rangi.	Ema te Whango.
Himiona Taiwehorua.	Te Rangi Mairehau.	Roreta Tawhai.
Pire Tikara.	Henare Hanuhanu.	Maata te Whango.
Hoone.	Te Porana Muruahi.	Mere Mionga.
Karaitiana Tirawahi.	Hori Muruahi.	Ruihi Wunu.
Riwai te Amo.	Henare Mahuika.	Heni Haimona te Iki.
Ngariki te Raorao.	Hehe Whakaka.	Mere Karena te Manaatawhaki.
Winara te Raorao.	Te Hutana Whakaka.	Hira te Rangitakoru.
Wiremu Matakara.	Hamiora Potau.	Arihia Toitoi.
Te Wirihana Paeroa.	Hopa te Piki.	Merehira Tohu.
Te Warena te Hakeke.	Te Mananui Tawhai.	Rora Tohu.
Heta Matakara.	Te Waitere Kakiwa.	Merehira Waipapa.
Te Matenga Tinotahi.	Raatima Potau.	Ria te Raikokiritia.
Hetariki Tekapo.	Matiaha Mokai.	Paranihia Riwai.
Wata Muruahi.	Hori te Mawae.	Peti Kohu.
Noa Tawhati.	Aperahama te Rangiwetea.	Peti te Uku.
Petera te Ha.	Te Miha o te Rangi.	Harirota.
Tahana Muruahi.	Te Whatahoro.	Rakena Potaka.
Tamati Muruahi.	Te Pecti te Aweawe.	Herariki Kawana Hunia.
Hopa Heremaia.	Hoani Meihana.	Pirihira te Hau.
Wiremu Matakatea.	Marakaia Tawaroa.	Meretene Whakaewa.
Ruka Hanuhanu.	Karaitiana te Kooro.	Emiri Ngawhakawa.
Himiona Kawai.	Ruta te Riri.	Ngahuia Tirae.
Te Manihera te Rau.	Wiki Meiha Keepa.	Irihapete Ihaia.
Te Herewini Rakautihi.	Mihiterina Kawana.	Matina Tamaiwhakakitea.
Akuira Tekapo.	Hereora.	Wi Waaka.
Waata Tamatea.	Makere te Rou.	Ani Marakaia.
Taare Matai.	Ani Kanara te Whata.	Matina Karaitiana.
Taare Hereora.	Ani Kanara Tihore.	Miriama Piripi.
Kingi te Patu.	Hiria Amorangi.	Harata te Roeti.
Rangipo Hoani.	Maata Huikirangi.	

SECOND SCHEDULE.

No.	Area.			Owners.
	A.	R.	P.	
1	76	0	0	Meiha Keepa te Rangihiwini.
2	3,988	2	32	Meiha Keepa te Rangihiwini.
3	11,130	0	0	Ihaia Taueki and 105 others.
4	512	1	20	Hiroti te Iki and 29 others.
5	4	0	0	Tamati Taopuku and Topi Kotuku.
6	4,620	0	0	Meiha Keepa te Rangihiwini.
7	311	3	15	Waata Tamatea, Te Pecti te Aweawe, and Hoani Meihana.
8	264	3	15	Mere Karena te Manaotawhaki, Ruahoata, and Karena Taiawhio.
9	1,200	0	0	Meiha Keepa te Rangihiwini.
10	800	0	0	Meiha Keepa te Rangihiwini.
11	14,975	0	0	Meiha Keepa te Rangihiwini and Warena te Hakeke.
12	13,137	0	0	Ihaia Taueki.
13	1 square foot			Wiremu Matakara.
14	1,196	0	0	Meiha Keepa te Rangihiwini.

EXHIBIT As 3.

[Vide "The Horowhenua Block Act, 1895," No. 16.]

EXHIBIT A.

In the Supreme Court of New Zealand, Wellington District. No. 5608. Between Meiha Keepa te Rangihiwini, Ihaha Taueki, Noa te Whatamahoe, Rawinia Taueki, Te Rangi Mairehau, Raniera te Whata, Makere te Rou, Kerehi Mitiwaha, and Ngariki te Raorao, suing on behalf of themselves and all other persons in the same interest, plaintiffs; and Warena te Hakeke, otherwise called Warena Hunia, defendant; and Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894.

THIS action coming on for trial at Wanganui on the 10th, 11th, 12th, 13th, and 15th days of October, 1894, before His Honour the Chief Justice, and being then ordered to stand for argument of the points of law involved therein at Wellington, and again coming on before his Honour the Chief Justice at Wellington on the 16th and 17th days of November, 1894, in the presence of counsel for the plaintiffs and for the defendant, and for Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894.

Upon reading the pleadings, and upon hearing the evidence of John Alexander Wilson, Edward Buckle, the plaintiffs Meiha Keepa te Rangihiwini, Te Rangi Mairehau, Raniera te Whata, George Latter Scott, Kerehi Tomo, Makere te Rou, Noa Tomo, Winara Raorao, Walter Lawry Buller, Alexander McDonald, Wirihana Hunia, Himiona te Kowhai, the defendant Warena te Hakeke, otherwise called Warena Hunia, and Donald Fraser, and what was alleged by counsel for the persons whose names were registered in the Native Land Court under the provisions of the 17th section of "The Native Lands Act, 1867," as owners of the block of land at Horowhenua, in the district of Manawatu, in the Provincial District of Wellington, originally called Horowhenua, and for the successors of such of the same persons whose names were so registered aforesaid as are dead (such successors respectively taking the same share as their respective ancestors would have been entitled to if living), for the same estates and interests (save that the same are now held for an estate of fee-simple of inheritance) and in the same proportions as the plaintiff Meiha Keepa te Rangihiwini and such persons whose names are so registered as aforesaid would have been entitled to in the same lands if the partition order relating to the said parcel of land called Horowhenua No. XI., made by the Native Land Court on the 1st day of December, 1886, in favour of the plaintiff Meiha Keepa te Rangihiwini and the defendant Warena Hunia te Hakeke, otherwise called Warena Hunia, had never been made, and as though the aforesaid certificate of title under "The Land Transfer Act, 1885," Volume 29A, folio 130, had never been issued, and as though the partition order made by the Native Land Court on the 14th day of January, 1890, whereby the Native Land Court purported to partition the said parcel of land called Horowhenua No. XI. into two blocks, called respectively Horowhenua No. XI.A. and Horowhenua No. XI.B., and to award the said block of land so called Horowhenua XI.A. to the plaintiff Meiha Keepa te Rangihiwini, and the said block of land called Horowhenua No. XI.B. to the defendant Warena te Hakeke, otherwise called Warena Hunia, had never been made:

And this Court doth adjudge and declare that the said last-mentioned partition orders made by the Native Land Court on the 14th day of January, 1890, are wholly void and of none effect: Let an inquiry be made who are the persons interested in the said parcel of land called Horowhenua No. XI., pursuant to the declaration hereinbefore contained, and who are entitled to be declared to be the representatives or successors of such of them as are dead; and let there also be an inquiry as to the respective interests of the persons so found to be interested in the said block of land called Horowhenua No. XI., and as to the respective interests therein of the representatives or successors of such of them as are dead; and for the purposes of the said inquiries let a case or cases be stated and referred to the Native Land Court for its opinion thereon, as may be found necessary: And this Court doth order and adjudge that the plaintiff Meiha Keepa te Rangihiwini and the defendant Warena te Hakeke, otherwise called Warena Hunia, respectively do forthwith deliver to the Registrar of this honourable Court at Wanganui, upon oath, all certificates of title, partition orders, and other documents of title in the possession or power of the plaintiff Meiha Keepa te Rangihiwini and the defendant Warena Hunia, otherwise called Warena te Hakeke, respectively relating to the said block of land called Horowhenua No. XI., or to either of the subdivisions thereof, called respectively Horowhenua No. XI.A. and Horowhenua No. XI.B., and that all such certificates of title, partition orders, and other documents of title shall remain in the custody of the Registrar of this honourable Court at Wanganui aforesaid, there to abide the further order of this honourable Court: And this Court doth further order and adjudge that the caveat No. 612 in the books of the District Land Registrar aforesaid, lodged by the plaintiff Meiha Keepa te Rangihiwini, and the caveat No. 812 in the books of the District Land Registrar aforesaid, lodged by the plaintiff Ihaha Taueki and others, do remain and continue until the further order of this honourable Court, and that the same caveats shall not be withdrawn without the order of this honourable Court: And this Court doth order and direct that a caveat, with a copy of this decree annexed

thereto, be lodged by the plaintiffs with the District Land Registrar aforesaid, forbidding further dealings with the said block of land called Horowhenua No. XI., and that the caveat so lodged shall remain and continue until the further order of this honourable Court:

Let the following accounts be taken—namely, an account of all moneys received by, or come to the hands of, the defendant Warena te Hakeke, otherwise called Warena Hunia, from the sale of any portions of the said parcel of land called Horowhenua No. XI.: And in taking such accounts the defendant Warena te Hakeke, is to be charged with interest at the rate of £8 per centum per annum on all sums received by him or come to his hands as aforesaid: And in taking such accounts let all just allowances be made, and let the defendant Warena te Hakeke, otherwise Warena Hunia, within such period as may hereafter be ordered by this honourable Court, pay into the office of this honourable Court at Wanganui aforesaid the amounts, if any, which shall be certified to be due from him on the taking of the said accounts: And let the defendant Warena te Hakeke, otherwise called Warena Hunia, pay to the plaintiffs their costs of this action upon the highest scale as upon a sum of £5,000, with an extra allowance of £15 15s. for each of six extra days occupied by the trial, with all proper allowances for fees of Court, witnesses' expenses, and other necessary disbursements, to be taxed by the Registrar of this honourable Court at Wanganui: And let the further consideration of this action be adjourned; and any of the parties are to be at liberty to apply to this Court in Chambers as they may be advised.

EXHIBIT Av 1.

DEAR MR. SEDDON,—

Wellington, 19th July, 1894.

Re Horowhenua: Another petition (of which I enclose a copy) has been presented by a section of the Muaupoko in respect of subdivision six of the Horowhenua Block (4,620 acres), of which Major Kemp is the sole certificated owner, although he frankly admits that he was put in as trustee. A difficulty has arisen as to who the beneficiaries are, Major Kemp refusing to recognise many of the names in the list of forty-four referred to in the petition. The prayer of the petition is for a Bill to be introduced into the House of Representatives empowering the Native Land Court to "inquire into the trust and to settle the list of names."

Major Kemp has authorised me to write to you and say that he has no objection whatever to that course. I would therefore suggest that, if you approve, a section to meet this case might be embodied in the draft Bill which I submitted to you some weeks ago.

Believe me faithfully,

W. L. BULLER.

EXHIBIT Av 2.

Hon. Mr. Seddon.

HOROWHENUA BLOCK.

ANALYSIS.

Title.	3. Prohibition of dealings with Horowhenua lands.
Preamble.	4. Charge on lands.
1. Short Title.	5. Native Land Court to give effect to charge.
2. Purchase-money for Levin State Farm may be paid.	6. Act not to apply to Queen.

A BILL INTITULED

AN ACT to protect the Rights of Equitable Claimants in respect of certain Portions of the Horowhenua Native Lands.

WHEREAS sundry disputes have arisen from time to time as to the rights of ownership and otherwise connected with certain Native lands known as the Horowhenua Block: And whereas Warena te Hakeke and Te Keepa te Rangihwinui have at divers times sold and otherwise disposed of portions of the said block: And whereas petitions have been presented to Parliament praying that investigation should be made into the various matters connected with the ownership of the said lands, and the sale and disposal thereof: And whereas it is expedient that, pending such investigation and the settlement of such disputes, provision should be made to protect the rights of all parties concerned:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The Horowhenua Block Act, 1894."

2. The whole, or such portion as the Minister of Native Affairs may think fit, of the purchase-money of certain land in the Land District of Wellington, containing about one thousand five hundred acres (portion of the land known as Horowhenua Number Eleven B), which has been purchased from the said Warena te Hakeke by Her Majesty for the purpose of a State farm at Levin, may be paid to him.

3. For the purpose of protecting the rights of all claimants in respect of the Horowhenua Block as against the said Warena te Hakeke and Te Keepa te Rangihwinui, it is hereby declared that, notwithstanding anything in any Act to the contrary, all dealings, whether by way of sale, lease, charge, or otherwise howsoever, with the following lands and interests in lands shall, until otherwise directed by the Governor in Council, be absolutely void for all purposes, that is to say,—

- (1.) The several parcels of land in the Land District of Wellington known respectively as Horowhenua Number Six, Horowhenua Number Eleven A, and Horowhenua Number Eleven B.
- (2.) All other lands and interests in lands legally or equitably owned by or vested in the said Warene te Hakeke and the said Te Keepa te Rangihwinui, or either of them.

4. All the aforesaid lands and interests in lands shall stand charged with whatever moneys may, on the final adjustment of the aforesaid disputes, be found owing by the said Warena te Hakeke, and the said Te Keepa te Ranghiwinui, or either of them, to any such claimants as aforesaid.

5. The Native Land Court and all proper officials shall, when requested by the said Minister so to do, make all orders and entries, and do all acts that may be deemed expedient for the purpose of recording such charge as aforesaid, and otherwise giving effect to the provisions of this Act.

6. This Act shall not apply to Her Majesty, or to any portion of the aforesaid lands that have been or may hereafter be acquired by Her Majesty.

EXHIBIT Aw.

SIR,—

11, Featherston Street, Wellington, 24th October, 1895.

At the request of Sir Walter Buller, I have to inform you that I have never in the course of my connection with the affairs of this block heard any claim advanced by or on behalf of any of the Natives interested that the subdivision numbered 14 is held subject to any trust, and that, so far as I am aware, no such claim has ever been advanced.

The records of the Land Transfer Office show that no caveat has ever been entered by or on behalf of any Native against dealings with this subdivision upon any ground whatsoever.

I have, &c.,

W. B. EDWARDS.

The Chairman of the Native Affairs Committee,
House of Representatives, Wellington.

EXHIBIT Ax.

23/4/96.

MEMORANDUM.—To fill the vacancy in the list for No. 6, we have agreed upon the name of MII MAUNU (representatives of).

W. L. BULLER,
Solicitor for Muaupoko.

A. McDONALD,
Agent for Muaupoko not otherwise represented.

JOHN STEVENS,
Agent for Warena.

EXHIBIT Ay 1.

Levin, 23rd April, 1896.

HOROWHENUA No. 6.—MONEYS PAID.

Hohepa Taueki, £5; Mohi Raku Raku, £4; Hetariki Matao, £4; Hema Henare, £6; Hanita Henare, £6; Amorangi Rihara, £4; Werena te Kerehi, £5; Hari Taueki, £4; Rewi Wirihana, £4; Wiremu Tepae, £4; Taitoko ki te Uruotu, £4; Rawina Ihaia, £5; Rahira Wirihana, £5; Tapita Himiona, £4; Roka Hanita, £6; Riria Peene, £6; Haana Rata, £4; Te Kiri Hopa, £5; Kahukore Hurinui, £4; Oriwia Maiangi, £4; Miriama Matakatea, £4; Nore Nore te Kerehi, £6; Ngahuia Heta, £6; Parahi Reihana, £6; Te Raraku Hunia, £4; Tuhi Hone, £7; Te Ahuru Porotene, £5; Te Meihana Tupō, £4; Ani Patene, £4; Harirota Taare, £5: total, £144.

Received in trust—JOHN MATAI BROUGHTON, HANITA HENARE.

Bank lodgments—tithes received, No. 6, £430 12s. 7d.; cheques drawn as per above, £144; balance at bank, £286 13s. 7d.

(Stamps, 2s. 6d.)

EXHIBIT Ay 2.

MEMORANDUM OF AGREEMENT, made this _____ day of _____, 1894, between Rawinia Taueki, Haare Taueki, Pirihiara Hema, Parahi Matai, Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, Raraku Hunia, Tapita Himiona, Riria Tikara, Warena Kerehi, Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku, Oriwi Maiangi, Hapeta Taueki, Hetariki Matao, Hoani Nahona, Amorangi Rihara, Nati Amorangi, Wiremu Te Pae, Taitoko Kiteuruotu, Meri Nireaha, Pirihiara Nireaha, Ripeka Winera, Haana Rata, Hariata Ngamore, Kahukore Hurinui, Rawea Tarana, Miriama Matakatea, Metapere Ngatuere, Tiripa Raniera, Mere te Koi Anipatene, Pikihiuia Morea, all of Horowhenua, in the Provincial District of Wellington, New Zealand, aboriginal natives, for themselves, their heirs, successors, and assigns, of the first part; Meiha Keepa Ranghiwinui, aboriginal native, of Wanganui, New Zealand, for himself, his heirs, successors, and assigns, of the second part; and Peter Bartholomew, of Levin, in the County of Horowhenua aforesaid, sawmiller, for himself, his heirs, executors, and assigns, of the third part.

WHEREAS the parties hereto of the first part are, with others, the presumptive owners of the block of land in the County of Horowhenua aforesaid, known and called Horowhenua Number 6, but as yet their reputed or presumptive ownership has not been settled or confirmed by the Native Land Court: And whereas the said Meiha Keepa te Ranghiwinui is the aboriginal native whose name alone is in the certificate of title for the said block as trustee for the said presumptive owners: And whereas it has been mutually agreed by and between the parties hereto of the first and second parts respectively to sell and lease to the said Peter Bartholomew the timber for sawmilling purposes on the said block of land, and the said parties hereto of the first and second parts respectively have agreed that, until the actual owners are defined in the said block of land, they appoint Hanita Henare (Hunia), Matai Porotene (Kemp), Tuhi Hone (Kemp), as agents and trustees to receive from and give receipts to the said Peter Bartholomew for all moneys

receivable as royalty or tithes for the said mill timber, and that they then place the said amounts receivable for such titles or royalty in the Bank of New Zealand, to remain until the owners are actually defined by the Native Land Court, when the moneys that shall have accumulated shall then be divided amongst the owners in such proportion as their interest in the block may have been defined. And it is hereby mutually agreed by and between the said parties of the first and second parts that the receipts for royalty or titles given by the said Hanita Henare, Matai Porotene, Tuhi Hone, shall be a sufficient and good discharge for all such due payments. And it is hereby further mutually agreed between the said parties of the first and second parts that they will at once give possession of the said block to the said Peter Bartholomew, and to the best of their ability uphold and maintain the said Peter Bartholomew, his heirs and assigns, in the quiet and peaceable possession of the said block, to enable him, in the usual way and business of a sawmiller, to obtain and get out the timber from the said block for sawmilling purposes, so long as he will pay to the parties of the first and second parts, through their said agents, Hanita Henare, Matai Porotene, Tuhi Hone, the prices hereinafter mentioned for such mill-timber, which the said Peter Bartholomew agrees to do on the fifteenth day of each month. And the said Peter Bartholomew agrees to finish cutting the timber required by him for sawmilling purposes by the 1st day of September, 1897. It is hereby further agreed between the parties hereto that the following are the prices to be paid per one hundred superficial feet: Fourpence (4d.) for every one hundred (100) feet superficial measurement of rimu; threepence (3d.) for every one hundred (100) feet superficial measurement of kahikatea; and one shilling and threepence (1s. 3d.) for every one hundred (100) feet superficial measurement of totara; for every one hundred (100) feet superficial measurement of matai, sixpence (6d.).

Rawinia (her x mark) Taueki.
Haare (his x mark) Taueki.
Pirihira (her x mark) Hema.
Parahi (her x mark) Matai.
Te Kiri Hopa.
Ngahuia (her x mark) Heta.
Roka Hanita.
Harirota (her x mark) Taare.
Hanita Henare.
Hema Henare.
Raraku Hunia.

Tapita (her x mark) Himiona.
Riria (her x mark) Tikara.
Warena (his x mark) Kerehi.
Rewi (his x mark) Wirihana.
Rahira (her x mark) Wirihana.
Tuhi Hoone.
Mohi (his x mark) Rakuraku.
Oriwia (her x mark) Maiangi.
Miriamia (her x mark) Matakatea.
Ripeka (her x mark) Winara.

Signed by the above-named Rawinia Tawaki, Haare Taneki, Pirihira Hema, Parahi Matai, Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, a statement in the Maori language of the effect of the above-written instrument certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Rawinia Tawaki, Haare Taneki, Pirihira Hema, Parahi Matai, Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, by the said licensed interpreter before signing the same, when the said Rawinia Tawaki, Haare Taueki, Pirihira Hema, Parahi Matai, Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, appeared fully to understand the same, and a plan of the land having also been delineated hereon, in the presence of us the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signatures of the said Rawinia Tawaki, Haare Taneki, Pirihira Hema, Parahi Matai, Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, was attached to the above-written instrument was the eleventh day of August, 1894.

W. LEO. BULLER,

Ohau, a Solicitor of the Supreme Court of New Zealand.

J. G. ROE,

Clerk, Levin.

Signed by the above-named Raraku Hunia, Tapita Himiona, Riria Tikara, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Raraku Hunia, Tapita Himiona, Riria Tikara, by the said licensed interpreter before signing the same, when the said Raraku Hunia, Tapita Himiona, Riria Tikara, appeared fully to understand the same, and a plan of the land having also been delineated hereon in the presence of us the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signatures of the said Raraku Hunia, Tapita Himiona, Riria Tikara, was attached to the above-written instrument was the thirteenth day of August, 1894.

M. A. BOWEN,

Postmistress, Levin.

J. G. ROE,

Clerk, Levin.

TRANSLATION IN MAORI.

HE pukapuka kirimi tenei i mahia i tenei te o nga ra o , 18 , i waenganui i a Hapeta Taueki, Mohi Rakuraku, Hetariki Matao, Hoani Nahona, Hema Henare, Hanita Henare, Amoranghi Rihara, Rewi Wirihana, Warena Kerehi, Haare Taueki, Nati Amoranghi, Wiremu Te Pae, Taitoko Kiteuruotu, Rawinia Taueki, Rahira Wirihana, Meri Nireaha, Pirihiha Nireaha, Tapita Himiona, Roka Hanita, Ripaka Winera, Riria Peene, Haana Rata, Hariata Ngamore, Te Kiri Hopa, Kahukore Hurinui, Oriwi Maiangi, Rawea Tarana, Miriama Matakatea, Hore Hore Kerehi, Ngahuia Heta, Parahi Reihana, Metapere Ngatuere, Raraku Hunia, Tuhi Hoone, Tiripa Rauira, Mere Te Koi, Harirota Taare, Ani Patene, Pikihiua Morea no te takiwa ki Horowhenua katoa i te Porowinitanga o Poneke tangata Maori o Niu Tirenui mo ratou me o ratou whakaritenga i muri i a ratou o te taha tuatahi me Meiha Keepa Rangihwinui tangata Maori no Whanganui i Niu Tirenui mo ia me ona whakarereanga o te taha tuarua me Pita Patoromu o Riwhini i te Kanute o Horowhenua tangata mahi mira kani rakau mo ia tonu me ona whakaritenga i muri ia ia o te taha tuatoru. Na nga tangata o te taha tuatahi ia tangata ia tangata o ratou no ratou taua Poraka whenua i te Kanute o Horowhenua tona ingoa ko Horowhenua Nama 6 engari kahore ano kia tino whakaotia te mahi o te Kooti Whenua Maori ko te ingoa o Meiha Keepa Rangihwinui anake te ingoa i taua Tiwhikete mo taua Poraka hei kai tiaki mo aua tangata. Na kua oti te whakarite i waenganui i a ratou o te taha tuatahi me te taha tuarua ki te hoko me te rihi ki a Pita Patoromu nga rakau hei mahinga mo tona mira kei te tu i runga i taua Poraka whenua me nga tangata o te taha tuatahi me te taha tuarua katoa ratou kia tae ki te tino whakaotinga o taua Poraka ka whakaritea ko Hanita Henare, Matai Porotene, Tuhi Hone hei Etene hei kaitiaki hei tango me te tuhituhi rititi kia Pita Patoromu mo nga moni katoa hei tai mo taua mira kani rakau me nga kaitiaki hei kawe i aua moni mo nga tai ki te Peke o Niu Tirenui me waiho ki reira kia oti te tino whakatuturu nga tangata e te Kooti Whenua Maori hei reira ka tangohia nga moni kia tuhaina ki nga tangata nona taua whenua ara ki te wha tekau ma wha tangata i runga i nga hea kua oti te whakatau e te Kooti. Na kua whakaae nga tangata o te taha tuatahi me te taha tuarua ko nga rititi mo nga tai o Hanita Henare, Matai Porotene, Tuhi Hoone, ka whai mana taua rititi mo aua moni ka whakaae hoki nga tangata o te taha tuatahi me te taha tuarua ka tuku tonu inaianei taua Poraka whenua ki taua Pita Patoromu ma ratou hei kaitiaki i a Pita Patoromu tona whakarereanga ranei kia kore he raruraru i tona mahinga i runga i taua Poraka hei haunga i aua rakau mo tona mira i te mea ka utua tonu ki nga tangata o te taha tuatahi me te taha tuarua nga tangata kua oti i a ratou te whakarite ki taua mahi. Ko nga utu mo nga rakau mo taua mira kua whakaae ana a Pita Patoromu he utunga mana i te 15th o nga ra o ia marama Ka whakaae ana a Pita Patoromu kia mutu tona tuanga rakau mo tona mira i te tahi o nga ra o Hepetema 1897 Ka whakaae aua tangata katoa ki tenei kirimini ko nga utu mo nga tai o aua rakau kia wha (4) kapa mo te rau (100) putu mo te Rimu kia toru (3) kapa mo te rau putu (100) mo te Kahikatea kia kotahi hereni (1/3) e toru kapa mo te rau (100) putu mo te Totara. E ono kapa mo te rau (100) putu Matai.

I certify that this is a correct statement in the Maori language of the effect of the foregoing instrument, and that the said statement was read over and explained by me to Rawina Tawaki, Haare Taueki, Pirihiha Hema, Parahi Matai Te Kiri Hopa, Ngahuia Heta, Roka Hanita, Harirota Taare, Hanita Henare, Hema Henare, the lessors in the said instrument mentioned, when they appeared to fully understand the same and the effect and purport thereof, on this eleventh day of August, 1894.

HECTOR McDONALD, Licensed Interpreter.

I certify that this is a correct statement in the Maori language of the effect of the foregoing instrument, and that the said instrument was read over and explained by me to Warena Kerehi, Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku, the lessors in the said instrument mentioned, when they appeared to fully understand the same and the effect and purport thereof on this twenty-second day of August, 1894.

HECTOR McDONALD, Licensed Interpreter.

Signed by the above-named Warena Kerehi, Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Warena Kerehi, Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku by the said licensed interpreter before signing the same, when the said Warena Kerehi, Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku appeared fully to understand the same, and a plan of the land having also been delineated hereon in the presence of us, the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signatures of the said Rewi Wirihana, Rahira Wirihana, Tuhi Hoone, Mohi Rakuraku, Warena Kerehi was attested to the above-written instrument was the 22nd day of August, 1894.

J. G. ROE,
Clerk, Levin.

M. A. BROWN,
Postmistress, Levin.

Signed by the above-named Oriwi Maiangi, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Oriwi Maiangi by the said interpreter before

signing the same, when the said Oriwi Maiangi appeared fully to understand the same, and a plan of the land having also been delineated hereon in the presence of us, the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signature of the said Oriwi Maiangi was attached to the above-written instrument was the thirtieth day of August, 1894.

J. G. ROE,
Clerk, Levin.

FRED STUCKEY,

A Justice of the Peace for and in the Colony of New Zealand.

Signed by the above Miriama Matakatea, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Miriama Matakatea by the said interpreter before signing the same, when the said Miriama Matakatea appeared fully to understand the same, and a plan of the land having also been delineated hereon in the presence of us, the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signature of the said Miriama Matakatea was attached to the above-written instrument was the eighteenth day of September, 1894.

J. E. ROE,
Clerk, Levin.

M. A. BROWN,
Postmistress, Levin.

Signed by the above-named Ripeka Winara, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having been explained to the said Ripeka Winara by the said interpreter before signing the same, when the said Ripeka Winara appeared fully to understand the same, and a plan of the land having also been delineated hereon in the presence of us, the undersigned, who certify to the truth of all matters appearing in this attestation, and that the date upon which the signature of the said Ripeka Winara was attached to the above-written instrument was the twentieth day of September, 1894.

J. G. ROE,
Clerk, Levin.

M. A. BROWN,
Postmistress, Levin.

[Sketch-plan.]

EXHIBIT Az.

LIST of PERSONS in CERTIFICATE (registered) of 1873, and in LIST "A" of 1886, but omitted from lists put in to Horowhenua Commission by Major Kemp and Warena Hunia.

List of 1873.	List "A" of 1886.						
41	23	...	...	...	...	...	Manihera te Rau.
70	37	...	...	...	...	...	Hori Muruahi.
118	61	...	...	...	...	...	Ruihi Wunu.
119	62	...	...	...	...	...	Heni Haimona te Iki.
121	63	...	...	...	...	...	Hira te Rangitakoru.
134	70	...	...	...	...	...	Meretene Whakaewa.
59	93	...	...	...	...	...	Maka Ngarongaro.
97	97	...	...	...	...	...	Heni Wairangi.
104	98	...	...	...	...	...	Turuki.
117	104	...	...	...	...	...	Meri Mionga.
122	105	...	...	...	...	...	Arihia Toitoti.
31	85	...	...	...	...	...	Hetariki Takapo.
126	64	...	...	...	...	...	Ria te Raikokiritia.

A. McDONALD, Agent, 21st April, 1896.

EXHIBIT As 4.

HOROWHENUA Nos. 11A and 11B Blocks, containing together 14,975 acres, situated in the Survey District, being the whole of the land comprised in Land Transfer certificate of title, Volume 48, folio 249, of the Register-book of the Wellington District.

EXHIBIT As 5.

HOROWHENUA No. 6 Block, containing 4,620 acres, situated in the Waiopahu Survey District, being the whole of the land comprised in Land Transfer certificate of title, Volume 48, folio 245, of the Register-book of the Wellington District.

HOROWHENUA Nos. 11A and 11B Blocks, containing together 14,975 acres, situated in the Survey District, being the whole of the land comprised in Land Transfer certificate of title, Volume 48, folio 249, of the Register-book of the Moutere-Mount Robinson, Waitohu, and Waiopahu Survey Districts, Wellington District.

EXHIBIT BA.

INDORSEMENT ON DEED.

LEASE of timber rights on Subdivision 6, Horowhenua, situate in the Survey District of Waiopahu. Meiha Keepa te Rangihiwini, lessor; Peter Bartholomew, lessee.

Correct for the purposes of the Land Transfer Act.—W. B. EDWARDS, Solicitor for the Lessee. [Awaiting decision whether survey lien is to be paid before registration. Only this copy to complete.]

[Reg.: Wellington, 8th December, 1893.—O. 2664.]

MEMORANDUM OF LEASE.

[Stamp, £5.—8,12,93.]

Trust Commissioner's Office, Wellington, New Zealand.

I, Meiha Keepa te Rangihiwini, of Wanganui, in New Zealand, an aboriginal native chief of New Zealand (hereinafter called "the lessor,") being registered as proprietor of an estate of fee-simple of inheritance in possession, subject, however, to such incumbrances, liens, and interests as are notified by memoranda underwritten or indorsed hereon, in all that piece of land, situated in the Survey District of Waiopahu, containing four thousand six hundred and twenty (4,620) acres, be the same a little more or less, known as Subdivision number 6 (six), Horowhenua, and being the whole of the land included in certificate of title, Volume 48 (forty-eight), folio 245 (two hundred and forty-five), of the books of the District Land Registrar for the Registration District of Wellington, do hereby grant, demise, and lease to Peter Bartholomew, of Levin, in the Manawatu County, saw-miller, the under-mentioned powers, rights, licenses, privileges, and authorities over, in, upon, and in respect of the said lands, to be held by him, the said Peter Bartholomew, his executors, administrators, and assigns (hereinafter collectively referred to as "the lessee,") as tenant for the term hereunder specified, that is to say: (1.) Full, free, and exclusive power, right, and authority, liberty, and license for the lessee, for and during the space of twenty-one (21) years from the day of the date of these presents, to fell, cut down, carry away, and remove all timber and timber like trees now growing or standing upon the parcel of land hereinbefore described; and for the purposes aforesaid or any of them at all times during the said period of twenty-one (21) years from time to time to enter into and remain upon the said parcel of land hereinbefore described with or without horses, bullocks, and vehicles of any kind, and to lay down and construct, make, and use, in, upon, or over all or any part or parts of the said parcel of land, all such roadways, pathways, and tramways as the lessee shall think necessary for the purposes aforesaid, and for the purposes of constructing, erecting, and maintaining any such roadways, pathways, and tramways, to cut down, level, excavate, and throw out the earth or soil upon or along the line thereof; and for the purposes aforesaid or any of them to cut down, use, and employ, free of all charge, all such trees and timber growing upon the said lands or any of them as shall be necessary for the purposes aforesaid or any of them, all which said powers, rights, authorities, privileges, liberties, and licenses shall be held by the lessee as tenant for the space of twenty-one (21) years from the day of the date of these presents, the lessee yielding and paying therefor to the lessor a royalty or tribute on all such timber so cut down, removed, and carried away as aforesaid at the rate of four (4) pence for every one hundred (100) feet superficial measurement of rimu, three (3) pence for every one hundred (100) feet superficial measurement of kahikatea, and one (1) shilling for every one hundred (100) feet superficial measurement of totara, such royalty or tribute to be computed on the log-measurement of such timber, and to be paid at the expiration of every three (3) calendar months from the day of the date of these presents for and in respect of all such timber so cut down, removed, and carried away during the then last-preceding three (3) calendar months. All which said powers, rights, authorities, privileges, and licenses hereinbefore mentioned shall be subject to the following covenants, conditions, and restrictions—that is to say, (a.) That the lessee shall make and keep a proper record in writing, on a book to be kept by the lessee for that purpose, of all timber cut down, removed, and carried away from the said parcel of land hereinbefore described as aforesaid; and will, as and when such timber shall be so cut down, removed, and carried away, enter in the said book the particulars thereof, distinguishing in such entries the descriptions of the said timber; and will, at the expiration of every three (3) calendar months from the date of these presents, make out and deliver to the lessor, or post in a registered letter addressed to the lessor at Wanganui aforesaid, or at such other place as the lessor shall from time to time in writing direct, a true and accurate account of all timber so cut down, removed, and carried away during the then last-preceding three (3) calendar months of the said term; and will, if required by the lessor, verify every such account by the statutory declaration of the lessee, or of some person or persons able to depose to the accuracy thereof; and will, whenever reasonably required by the lessor, produce and show to the lessor, at the place of business of the lessee, at Levin aforesaid, or at some other reasonable place in the Manawatu County, to be appointed by the lessee in that behalf, the book wherein a record shall be kept of the timber so cut down and carried away, and removed by the lessee as aforesaid; and will, at the expiration

of every three (3) calendar months of the said term, pay to the lessor the amount (if any) which shall be owing by the lessee to the lessor for royalty or tribute as aforesaid during the then preceding three (3) calendar months. (b.) That the power of re-entry for non-payment of rent, given by the 91st section of "The Land Transfer Act, 1835," may be exercised by the lessor, if the royalty or tribute hereby reserved shall be in arrear and unpaid for the space of thirty (30) days after any of the days or times hereinbefore appointed for payment thereof.

I, Peter Bartholomew, of Levin aforesaid, sawmiller, do hereby accept this lease of the above-described rights, privileges, and licenses over the above-described lands, to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Dated this twenty-second day of November, one thousand eight hundred and ninety-three.

Signed by the above-named Meiha Keepa te Rangihiwini as lessor, a statement in the Maori language of the effect of the above-written instrument, certified as correct by Hector McDonald, a licensed interpreter, having been first indorsed thereon; and the effect of such statement having been explained to the said Meiha Keepa te Rangihiwini by the said licensed interpreter before signing the same, when the said Meiha Keepa te Rangihiwini appeared fully to understand the same; and a plan of the land having also been delineated hereon in the presence of us, the undersigned, who certify to the truth of all the matters appearing in this attestation; and that the date upon which the signature of the said Meiha Keepa te Rangihiwini was attached to the above-written instrument was the 22nd day of November, 1893; and also that we are none of us concerned in this transaction.

F. M. SPURDLE, J.P.

ALBERT FOSTER, Barman, Wanganui.

MEIHA KEEPA RANGIHIWINUI, Lessor,

PETER BARTHOLOMEW, Lessee.

Signed by the above-named Peter Bartholomew, as lessee, on the 22nd day of November, 1893, in the presence of—

F. M. SPURDLE, J.P.,

Manager, Timber Company, Wanganui.

ALBERT FOSTER,

Barman, Wanganui.

[Sketch plan.]

HE WHAKAMAHARATANGA RIIHI.

Ko ahau ko Meiha Keepa te Rangihiwini o Whanganui tangata Maori (Rangitira) o Nui Tireni (tenei ka kiia nei he kai tuku rihi) kua rehitatia noku nei tera whenua noku ake i toku mana kei au nei; haunga atu hoki nga takoha me era atu here kei runga ka kiia i raro iho nei a ka tuhia nei, ki tera wahi whenua katoa i te takiwa wea o Waiopahu ko te rahi e wha mano eka e ono rau e rua te kau eka (4,620) nui ake hoki iho ranei e mohiotia ana ko Wahanga o Horowhenua Nama ono (6) tera wahi katoa o te whenua i roto i te Tiwhikite whai mana pukapuka 48 e wha te kau ma waru (whara 245) o nga pukapuka o te Kai-rehita o te takiwa rehita o Poneke. Tenei ka tukua atu nei e au i runga i te Rihi kia Peter Bartholomew o Riwi i te Kaute o Manawatu rangatira mira paraki. Katoa nga kahanga mananga raihana painga whai manatanga ki runga a i roto a ki tera wahi whenua ki era whenua ki a ia pupuri ai ara kia Peter Bartholomew ona kai whakahaere uri kai riwhi ranei (ka kiia nei he kai tango rihi) kai noho mo te wa ka kiia i raro nei, ara. (1.) Whai mana ake i whakahaere me te raihana mo te kai tango rihi i roto i te wa. E rua te kau matahi tau (21) atu i te ra o tenei tuhinga. Ki te tua ki te hari whakaneke i nga rakau katoa (ahua rakau) e tupu ana e tu ana i taua papa whenua kua kiia nei a mo nga we ahi kua kiia nei hoki i roto i aua tau (21) a i taua wa katoa a i tona wa e pai ai ki te haere atu ki roto i aua tau a ia ake me ona hoio ranei kau aha atu ranei a ki te mahi atu i runga i taua whenua i nga rori ara taramuwe me era atu huanui e hiahia ai te kai tango rihi. A mo te mahinga i aua rori aha atu hoki ka whai mana te kai tango Rihi ki te tapahi ki te tua ki te keri i te whenua o te raina o te ara kua kiia nei. Ki te whakamahi i nga rakau o taua wahi hei mahi i taua ara i roto i tona puritanga i tenei whenua mo nga tau (21) timata atu i tenei ra, a e tika ana kia utua e te kai tango rihi nga utu ki te kai tuku mo nga rakau katoa e haria ana e ia kua kiia nei, ara e wha kapa mo te rau putu (ara ki tona karanga) mo te rimu me te utu e toru kapa mo te rau putu o te kahikatea (toona karanga) me te karanga kotahi hereni mo te rau putu o te totara (toona karanga) ko taua utunga me utu i runga i te meiha o nga rakau puku (Tinana). A me te utu i roto i nga marama e toru timata atu i tenei ra. Kei te mutunga o te marama te utunga. Ara me te mau hoki enei kupu hoki ara (A) ka tiakina paitia e te kai tango rihi he pukapuka tika o te kaute o nga rakau katoa o taua papa whenua e tapahia ana. Me te tuhi me te tuku atu ki te kai tuku rihi i Whanganui i roto i te reta rehita ia toru marama nga whika o nga putu rakau a me te whakatika i ana kaute (whika) ki te hiahia. Ki tetahi mea mohio e whai tohungia ana e raua me te whakaatu atu i runga i te hiahia a te kai tuku rihi i nga pukapuka o te kaute o aua rakau ki Riwi i roto ranei i te takiwa o Manawatu whakaatu atu ai i aua whika i roto i nga pukapuka mo aua rakau e kiia nei. A me te utu atu i roto i nga mutunga o nga toru marama katoa o taua rihi nga moni e tika ana hei utunga ki te kai tuku rihi. A ki te kore e puta nga moni i roto i nga ra e toru te kau ka tika kia peke atu te kai tuku rihi ki te tango mai ano i taua whenua. (B) E meingatia nei i te tekiana 91 o te Ture Whakawhiti Whenua o te tau 1885.

I certify that this is a correct statement in the Maori language of the effect of the foregoing instrument, and that the said statement was read over and explained by me to Meiha Keepa te Rangihiwini, the lessor in the said instrument mentioned, when he appeared fully to understand the same and the effect and purport thereof, on this 22nd day of November, 1893.

HECTOR McDONALD,

Licensed Interpreter, Horowhenua.

I, James Crosby Martin, a Trust Commissioner appointed under the provisions of "The Native Lands Frauds Prevention Act, 1881," and the amendments thereof, do hereby certify that, upon due inquiry held in a Court open to the public at the City of Wellington, on the 24th day of January, 1894, for the purpose of investigating cases brought before me in accordance with the above-mentioned Acts, I am satisfied that the alienation purporting to be effected by the within instrument is not invalid according to the true intent and meaning of "The Native Lands Frauds Prevention Act, 1881," "The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888," and the other Acts amending the said Acts; that the consideration purporting to be paid or given by the said within instrument has been paid or given; that the Native interested in the land, the subject of alienation, has sufficient land left for his occupation and support; and that the said within instrument, purporting to give effect to such alienation, is executed with the formalities required by the law in force at the time when the said within instrument was executed.

Given under my hand, this 1st day of February, 1894.

JAMES C. MARTIN,
Trust Commissioner.

[Stamp, 10s.]

EXHIBIT Bb.

[Stamp, 2s. 6d. Wellington, 15/12/94K.]

MEMORANDUM of AGREEMENT made this Tenth day of December, One thousand eight hundred and ninety-four, between Meiha Keepa te Rangihiwini, of Wanganui, and Aboriginal Native Chief of New Zealand, of the one part, and Peter Bartholomew, of Levin, in the Manawatu County, Sawmiller, of the other part.

WHEREAS by a memorandum of lease dated the twenty-second day of November, 1893, the said Meiha Keepa te Rangihiwini has granted to the said Peter Bartholomew certain timber-cutting rights over the lands in the said memorandum of lease mentioned, being the Subdivision Number six (6), Horowhenua, and being the whole of the land included in certificate of title, volume 48, folio 245, of the books of the District Land Registrar for the Registration District of Wellington: And whereas the registration of the said memorandum of lease has been hitherto prevented by the registration of certain caveats against the lands comprised in the said memorandum of lease: And whereas the caveators have agreed to withdraw the said caveats so as to permit the registration of the said memorandum of lease, upon the conditions that the rent and royalties payable under the said memorandum of lease shall be payable into an account to be opened with the branch of the Bank of New Zealand at Levin aforesaid, to be opened there in the names of the said Meiha Keepa te Rangihiwini, Gifford Marshall, of Wanganui aforesaid, solicitor, and Worley Bassett Edwards, of the City of Wellington, solicitor, to be held upon the trusts hereinafter mentioned, and upon the said Peter Bartholomew entering into covenants hereinafter contained for the modification of the terms of the said memorandum of lease in manner hereinafter appearing: Now these presents witness that, in pursuance and in consideration of the premises, the said parties hereto do hereby covenant and agree the one with the other of them that all rents and royalties hereafter to become payable by the said Peter Bartholomew, his executors, administrators, and assigns, under and by virtue of the provisions of the said memorandum of lease or of these presents, shall henceforth, and until the title to the lands comprised in the said memorandum of lease shall have been definitely ascertained and declared by some Court of competent jurisdiction, be paid into an account to be opened with the branch of the Bank of New Zealand at Levin aforesaid, in the names of the said Meiha Keepa te Rangihiwini, Gifford Marshall, and Worley Bassett Edwards, and that the said moneys shall be held by the said Meiha Keepa te Rangihiwini, Gifford Marshall, and Worley Bassett Edwards, and the survivors and survivor of them, in trust for such persons or person as shall or may be declared to be entitled to the same by any Court of competent jurisdiction, and in such proportions and in such manner as shall be declared and directed by any such Court: And these presents further witness that, in further pursuance and in consideration of the premises, he, the said Peter Bartholomew, for himself, his heirs, executors, and administrators, doth hereby covenant with the said Meiha Keepa te Rangihiwini, and with each and every of the persons who may hereafter be found and declared by any Court of competent jurisdiction to be entitled to any estate and interest in the lands mentioned in the said memorandum of lease, that he the said Peter Bartholomew, his executors, administrators, and assigns, will, if so required in writing by the persons who may be found and declared by any Court of competent jurisdiction to be entitled to the said lands, at any time after the expiration of ten (10) years from the day of the date hereof, make and execute a good and effectual surrender of the said lease, and that if any person or persons shall acquire any part of the said lands in his or their own right or rights on any partition or subdivision of the said lands, he the said Peter Bartholomew, his executors, administrators, or assigns, will, if so required in writing by any such person or persons at any time after the expiration of ten (10) years from the day of the date hereof, make and execute a good and effectual surrender of the part of the said lands so acquired by such persons or persons: And also that the said Peter Bartholomew will, in addition to and substitution for the royalties made payable under the said memorandum of lease, pay a royalty at the rate of six (6) pence for every one hundred feet superficial measurement of matai; one shilling and threepence (1s. 3d.) for every one hundred feet superficial measurement of

totara; four (4) pence for every one hundred feet superficial measurement of rimu; and three (3) pence for every one hundred feet superficial measurement of kahikitia, cut down, removed, and carried away by him from the lands mentioned in the said memorandum of lease in like manner as if such royalty had been made payable under the said memorandum of lease: And also that the said Peter Bartholomew, his executors, administrators, and assigns, will not in any way interfere with the possession of such parts of the said lands mentioned in the said memorandum of lease as are free from trees suitable for timber, save so far as may be necessary for the purpose of constructing, forming, maintaining, and using roadways, pathways, and tramways, pursuant to the powers in that behalf contained in the said memorandum of lease: And that when and so soon as all timber and timber-like trees shall have been removed from any part of the said lands, the persons or person who shall be entitled to such part of the said lands shall and may have the free and unrestricted use thereof without any let, hindrance, or interruption from the said Peter Bartholomew, his executors, administrators, or assigns; but so, nevertheless, that this provision shall in no respect alter, qualify, abridge, or interfere with the rights and powers of the said Peter Bartholomew, his executors, administrators, and assigns to construct, form, erect, maintain, and use roadways, pathways, and tramways over any portion of the said lands, pursuant to the powers in that behalf contained in the said memorandum of lease: Provided always, and these presents are upon the express condition, that, if all such acts, deeds, and things as may be necessary for procuring the said memorandum of lease to be duly registered are not done and performed within the space of three calendar months from the day of the date hereof, then these presents and every clause and thing herein contained shall be and become wholly void and of none effect. In witness whereof the parties hereto have hereunto set their hands the day and year first-above written.

Meiha KEEPA RANGIHIWINUI.

Signed by the said Meiha Keepa Rangihwinui on the tenth day of December, one thousand eight hundred and ninety-four, a statement in the Maori language of the effect of this instrument, certified as correct by Ernest Barns, a licensed interpreter, having first been indorsed hereon, and the effect of such statement having first been explained to the said Meiha Keepa te Rangihwinui by the said licensed interpreter before signing the same, when he appeared fully to understand the same, and a plan of the land having first been delineated on this document, in the presence of us, the undersigned witnesses, who certify that all the statements and matters contained in this attestation are true, and that we are neither of us concerned in the transaction.

JOSEPH PAUL, J.P.,
Wanganui.

ERNEST BARNES,
Licensed Interpreter, Wanganui.

PETER BARTHOLOMEW.

Signed by the said Peter Bartholomew in the presence of—

W. B. EDWARDS,
Solicitor, Wellington.

[Sketch Plan.]

STATEMENT OF CONTENTS IN MAORI.

He Pukapuka kirimene tenei i tuhuhia i tekau o nga ra o Tihema i te tau 1894 i waenganui i a Meiha Keepa Te Rangihwinui he Rangatira Maori o Niu Tiren i kei Wanganui e noho ana i a Pita Patoromu he rangatira mira kei Riwi e noho ana.

NA ko te ritenga tenei kua oti tetahi pukapuka rihi i te 22 o nga ra o Noema, 1893, na taua Meiha Keepa Te Rangihwinui e whakaae ana kia tukuna ki taua Pita Patoromu nga rakau o te whenua e huania ana ko Horowhenua Nama 6 hei kani mana, ara ko te whenua katoa i roto i te tiwhikete pukapuka 48 Rarangi 245 o te Rehita o Poneke. A kahore i taea taua rihi te kawe ki te rehita, i raruraru i araia hoki e nga kewiata a nga tangata. A i te mea kua whakaae nga tangata nana aua kewiata kia unuhia e ratou nga kewiata ka tuku atu ai i taua rihi ki te rehita mehemea iana ka whakaritea inaianei kia kawea katoatia nga takoha o nga rakau e kania ana ki roto ki te Peeke o Niu Tiren i Riwi takoto ai, ko nga ingoa hei tiaki i aua moni i reira ko taua Meiha Keepa te Rangihwinui, ko Kiwhara Matara, roia, o Wanganui, ko Ware Patete Erueti, roia, o Poneke, ko ratou takotoru hei rangatira tiaki i aua moni i roto i te Peeke. I runga ano hoki i te whakaaetanga a taua Pita Patoromu kia whakarereaketia etahi o nga korero o taua rihi kia rite ano ki te whakahaere o te pukapuka nei. Na kua ata takoto tenei kirimene i waenganui i a raua ko Meiha Keepa te Rangihwinui ara koia tenei. Ko nga takoha katoa o roto o taua rihi i whakaritea kia utua e taua Pita Patoromu e ona kai-whakahaere kai-whakakapi ranei kua e tukuna inaianei ki te ringa o te tangata engari me kawe ki te Peeke o Niu Tiren ka waiho i reira takoto ai kia ata whakawakia taua whenua kia kitea nga tangata tika mo roto mo te tiwhikete. Ko aua tangata tokotoru nei ko Meiha Keepa Te Rangihwinui, ko Kiwhara Matara, ko Ware Patete Erueti hei puna tiaki, a ki te mate tetahi o ratou, ko nga mea ano o ratou i ora; ara hei tiaki i nga moni, kia tae ra ano ki te ra e kitea ai i roto i te Kooti nga ingoa tika mo taua whenua, me te hea o tetahi o tetahi o ratou. A e whakaae ana taua Pita Patoromu ki taua Meiha Keepa ki nga tangata hoki e kitea ana a mua ake nei no ratou tenei whenua, mehemea ka tonoa a pukapukatia, ka tuhia e ia te pukapuka whakataka i te whenua ki a ratou a te mutunga o nga tau kotahi te kau, timata atu i te ra i tuhia ai tenei pukapuka kirimene, ara, nga tau kotahi te kau e haere ake nei. A, ki te mea kua oti te roherohe

taua whenua ki te hunga nona, ki te tonoa e ratou kia peratia ka tukuna e ia te pukapuka whakataka ki tetahi o ratou mo tona pihi ake o te whenua, na ko te whakarereka ketanga tenei o nga kororo o te rihi kua tohungia i runga ake nei. E whakaae ana taua Pita Patoromu inaianei kia utua e ia nga takoha nei, ara, mo te matai he hikipene mo te rau putu, mo te totara kotahi herengi e toru kapa mo te rau putu, mo te rimu e wha kapa mo te rau putu, mo te kahikatea e toru kapa mo te rau putu, ara mo nga rakau e tuaina ana e haria ketia ana e ia i runga i taua whenua ano mehemea i uru noa atu taua utu takoha ki roto ki te rihi kua korerotia i runga ake nei. Tetahi e kore taua Pita Patoromu e pokanoa ki nga wahi o taua whenua e watea ana i te rakau kani, heoi ano ko te hanga rori huanui taramuwe i runga i aua wahi hei tiki i nga rakau mo te mira. A ki te pau nga rakau o tetahi wahi o te whenua nei te mahi ka whakahokia paitia e ia taua wahi ki nga tangata nona, kahore e whakarururutia e peheatia e ia, e taua Pita Patoromu e ona kai-whakahaere, kai-whakakapi ranei i muri i ai a. Engari ka mau tonu te tikanga mo te whakatakoto rori huanui taramuwe i runga i aua wahi kua oti te tua hei mahi i nga rakau o te whenua hei to ki te mira hei pehea hei pehea. Engari ko te ritenga tenei o te kirimene nei. Mehemea ka kore e whakaotia paitia kia tae atu ra ano taua rihi ki te rehita i roto i nga marama e toru e takoto ake nei, heoi ka whakakorea tenei kirimene ka noa katoa nga korero kua whakahaerea i runga ake nei. Heoi mo te whakaaetanga o aua tangata o Meiha Keepa te Rangihiwini o Pita Patoromu ki nga korero katoa o tenei kirimene kua tuhi raua i o raua ingoa ki tenei pukapuka i te ra ano i whakahuatia i runga ake nei.

I, Ernest Barns, of Whanganui, being a duly licensed Native interpreter, do hereby certify that the foregoing is a true statement in the Maori language of the contents of the within-written deed of covenant.

ERNEST BARNs,

Licensed Interpreter, Wanganui.

INDORSEMENT ON DEED.

[Wellington, 15/12/94.—K.]

DATED 10th December, 1894.—Meiha Keepa te Rangihiwini and Mr. Peter Bartholomew.

Deed of Covenant.

[Reg.: W.B.E.—Register 15, Fo. 64.]

W. B. EDWARDS, Solicitor, Wellington.

EXHIBIT Bc.

STATEMENT of some PAYMENTS made by Major Kemp in connection with Horowhenua, and not mentioned in his evidence before the Commission (with receipts in support thereof).

	£	s.	d.	£	s.	d.
Paid to J. M. Fraser, Native Agent—						
May 13, 1890	50	0	0			
May 27, 1890	10	0	0			
June 27, 1890	10	0	0			
August 7, 1890	20	0	0			
March 4, 1891	120	0	0			
May 8, 1891	80	0	0			
June 9, 1891	40	0	0			
September 9, 1891	30	0	0			
December 18, 1891	30	0	0			
				390	0	0
Paid to Messrs. Bell, Gully, and Izard—						
June 27, 1890 (for Mr. Baker)				300	0	0
September 5, 1890	50	0	0			
September 20, 1890	50	0	0			
May 8, 1891	5	5	0			
				105	5	0
Paid to Rota Tahiwini, Native Clerk—						
May 21, 1890	43	0	0			
				43	0	0
Paid to Mr. Cuff, Solicitor—						
February 25, 1891	33	12	0			
				33	12	0
Paid Court Fees—						
Native Land Court	16	14	0			
February 5, 1891	5	8	0			
April 23, 1891	3	6	0			
May 9, 1891	3	3	0			
				28	11	0
Paid to Mr. Edwards (for Muaupoko)—						
March 20, 1894	100	0	0			
				100	0	0
Total				1,000	8	0

W. L. BULLER,

15th May, 1896.

Solicitor for Major Kemp and the Muaupoko Tribe.

Whanganui, 13th May, 1890.

RECEIVED from Major Keepa te Rangihiwini the sum of fifty pounds, a payment on account of services.

£50.

J. M. FRASER.

Whanganui, 13 Mei, 1890.

KUA riro mai i a au na Meiha Keepa te Rangihiwini i homai nga moni e rima tekau pauna i runga i taku mahi kai-whakahaere.

£50.

J. M. FRASER,
TE PEREIIHA.

[Stamp, 1d.—13/5/90.]

Whanganui, 27 Mei, 1890.

KUA riro mai na Meiha Keepa te Rangihiwini i homai nga moni kotahi tekau pauna i runga i taku mahi kai-whakahaere mona.

£10.

TE PEREIIHA.
J. M. FRASER.

[Stamp, 1d.—27/5/90.]

Wellington, 27 Hune, 1890.

KUA riro mai i a au kotahi tekau pauna na Meiha Keepa mo Horowhenua.

£10.

TE PEREIIHA,
J. M. FRASER.

[Stamp, 1d.—27/6/90.]

Endorsement.

Utunga o te £10.—Kia Pereiha, Mr. Fraser.

Wellington, 7th August, 1890.

RECEIVED from Major Kemp twenty pounds, on 2nd August, and a further sum of twenty pounds this day.

Poneke, 7 Akuhata, 1890.

KUA riro mai i a au na Meiha Keepa, i homai e rua tekau pauna i te 2 o nga ra o Akuhata, me nga pauna e rua tekau i tenei ra.

£20 ; £20 :—£40.

J. M. FRASER.

[Stamp, 2d.—7/8/90.]

Pamutana Nota, 24 Maehe, 1891.

KUA riro mai i a au na Meiha Keepa te Rangihiwini i homai nga moni kotahi rau e rua tekau pauna mo taku mahi i te whakahaere o Horowhenua Nama 11 Poraka.

£120.

TE PEREIIHA.
J. M. FRASER.

[Stamp, 1d.—24/3/91.]

Poneke, 8 Mei, 1891.

KUA riro mai i a au na Meiha Keepa i homai nga moni e waru tekau pauna mo runga i taku whakahaere i te Whakawa Tuarua mo Horowhenua.

£80.

TE PEREIIHA.
J. M. FRASER.

[Stamp, 1d.—8/5/91.]

Wanganui, 9 June, 1891.

KUA riro mai i a au na Meiha Keepa i homai nga moni e wha tekau pauna mo nga runga i te whakahaere o Horowhenua Poraka.

£40.

TE PEREIIHA.
J. M. FRASER.

[Stamp, 1d.—9/6/91.]

Poneke, Hepetema 19, 1891.

KUA riro mai i a au na Meiha Keepa te Rangihiwini i homai nga moni e toru tekau pauna mo taku whakahaere i te Pitihana mo Horowhenua.

£30.

TE PEREIIHA.
J. M. FRASER.

[Stamp, 1d.—19/9/91.]

Putiki, 18 Tihema, 1891.

KUA riro mai i a au na Meiha Keepa te Rangihiwini i homai nga moni e toru tekau pauna hei moni mo te whakahaere o Horowhenua.

£30.

J. M. FRASER.

[Stamp, 2d.—18/12/91.]

Panama Street, Wellington, N.Z., 27th June, 1890.

RECEIVED from Major Kemp the sum of £300, being the amount which he had arranged to pay in full of Mr. A. S. Baker's bill of costs as already rendered to him.

£300.

BELL, GULLY, AND IZARD.

[Stamp, 1d.—27/6/90.]

Endorsement.

I HOATU e au ki tamaiti kai-tuhi a Te Pere, Roia.—Bell, £300.

RECEIVED from Major Kemp the sum of £50, on account of the costs to be incurred in the petition to be prepared in respect of Subdivision 11 of the Horowhenua Block, and in the action to be com-

menced to have the trusts upon which Kemp and Warena Hunia hold the section declared. This action is not intended at present to go farther than is necessary to support a caveat, if we lodge one, against Warena dealing with the block.

BELL, GULLY, AND IZARD.
[Stamp 1d.—20/9/90.—B. G. & I.]

Panama Street, Wellington, N.Z., 5th September, 1890.

RECEIVED from Major Kemp the sum of fifty pounds (£50), on account of costs *re* Horowhenua No. 11 Block.

£50.

BELL, GULLY, AND IZARD.
[Stamp.—1d.—~~P~~ E.W.]

RECEIVED from Major Kemp the sum of £5 5s. retainer, to be paid to Sir R. Stout in matter of Horowhenua rehearing.

[Stamp 1d.—8/5/91, B.G. & I.]

BELL, GULLY AND IZARD.—8/5/91.

Poneke, Mei 21, 1890.

KUA utua mai e Meiha Keepa ki au nga moni e wha tekau ma toru pauna (£43 Os. Od.). Mo taku mahi tuhituhi i nga korero o te whakawa wehewehe o Horowhenua poraka mo te taha ki a ia.

RAWIRI ROTA TAHIWI.
[Stamp 1d.—21/5/90.]

Major Kemp, Dr. to Joshua Cuff. Palmerston North, February 26, 1891.

FROM 18th February to 26th February, 1891, eight days, in the matter of the Horowhenua No. 3 Block, and in relation also to No. 11 Block, at £4 4s., as per agreement....	£	s.	d.
		33	12 0
Credit, by cash: February 17, 1891, £10; February 24, £10: £20		20	0 0
		<hr/>	
		£13	12 0

Received £10 12 0

Abatement £3 12 0

JOSHUA CUFF,
Solicitor, &c.

JOSHUA CUFF.
[Stamp, 2d.—26/2/91.]

Worley Bassett Edwards, Solicitor, Notary Public, &c.,
11, Featherston Street, Wellington, N.Z., 20th March, 1894.

Major Kemp, Wanganui.

DEAR SIR,— Re *Horowhenua No. 11.*

I have received your letter of 19th March, with bank draft for £100 on account of the costs herein.

I will see that the necessary steps are taken in due course, and will do my utmost to bring them to a successful issue.

I should very much have preferred, as you are aware, that the matter should have been settled without recourse to legal proceedings, but these being now unavoidable, I have hope that the rights of the persons interested may be secured.

I am, &c.,
W. B. EDWARDS.

[Stamp, 1d.—W.B.E., 20th March, 1894.]

J. M. Fraser, Esq. Native Land Court, Palmerston North.

NATIVE LAND COURT FEES due in Horowhenua No. 11 case:—

Hearing-fees on following days: March 31st, April 1st, 2nd, 3rd, 6th, 7th, 8th, 9th, 10th, 14th, 15th, 17th, 18th, 20th, 21st, 22nd: Sixteen days, at £1	£	s.	d.
		16	0 0
Witnesses: Warena, Major Kemp, Rangimairehau, Manihera, Te Rou, Makere te Rou, Raniera te Whata, Karaitiana Tarawai: Seven witnesses, at 2s.		0	14 0
		<hr/>	
		£16	14 0

Received from Major Kemp the sum of £16 14s.

S. C. G. VICKERS,
Clerk of Court.

J. Cuff, Esq. Palmerston North, 25th February, 1891.

NATIVE LAND COURT FEES, on Horowhenua No. 3:—

Hearing-fees on 19th, 20th, 21st, 24th, and 25th February:—	£	s.	d.
Five days at £1		5	0 0
Four witnesses at 2s.		0	8 0
		<hr/>	
		£5	8 0

Received—S. C. G. VICKERS, Clerk of Court.—25/2/1891.

Palmerston North, 23rd April, 1891.

RECEIVED from Major Kemp the sum of three pounds six shillings for copying evidence.

S. C. G. VICKERS,
Clerk of Court.
[Stamp 1d.—S.C.G.V., 23/4/91.]

£3 6s.

RECEIVED from Major Kemp the sum of three pounds three shillings, copying addresses of Messrs. Fraser and Barnicoat, and Judgment in Horowhenua No. 11.
S. C. G. VICKERS.
[Stamp 1d.—S.C.G.V., 9/5/91.]

EXHIBIT B_D.

Major KEMP TE RANGIHIWINUI, Dr. to Sir WALTER L. BULLER, Barrister and Solicitor.

July 18, 1892, to May 9, 1896,—	£	s.	d.
To amount of professional costs and disbursements for a period of nearly four years, chiefly, but not altogether, in connection with the Horowhenua Block—embracing services as Parliamentary agent during three sessions of Parliament, in relation to Horowhenua petitions and proposed remedial legislation (and paid witnesses' expenses); numerous visits to Major Kemp at Wanganui, and to the Muaupoko Tribe at Horowhenua; a special visit to Auckland for the purpose of briefing evidence; a case in the Supreme Court at Wanganui and in the Court of Appeal at Wellington (with Mr. Edwards as counsel); and the conduct of the Muaupoko case before the Royal Commission at Levin (and paid witnesses' expenses), full particulars and details of which will be rendered in due course, the account including cash payments during that period to Major Kemp, or to his order, or on his account, amounting to upwards of £400	...	...	...
			<u>2,098 8 7</u>

It is claimed that this amount is covered by the mortgage of the 9th October, 1894, over Subdivision No. XIV., although distinct and separate from the advances specially charged on that security, namely:—

October 9, 1894,—	£	s.	d.	£	s.	d.
Paid to Mr. Edwards, Barrister	...	...	...	500	0	0
July 19, 1895,—						
Paid to Mr. Skerrett, Junior Counsel	...	...	...	52	10	0
November 14, 1895,—						
Paid to Major Kemp	...	...	...	30	0	0
April 3, 1896,—						
Paid to Mr. Edwards (balance of account)	...	...	...	240	0	0
						<u>822 10 0</u>

The mortgage provides for the payment of interest at the rate of 8 per cent. per annum from the 9th October, 1894; but nothing whatever has yet been paid to me on account of interest.
E. & O.E. W. L. BULLER.—May 15, 1896.

EXHIBIT B_E.

DEAR SIRS,—

Grey Street, Wellington, 21st May, 1896.

I return you the valuation-papers corrected, *in red*,* to agree with the areas determined by the Government, and have added an explanatory foot-note to the schedule.

The small tracing herewith is corrected, so as to agree with the amended areas.

The report, dealing solely with the several classes and values of lands dealt with, and not with areas, does not require attention.

Yours faithfully,

The Horowhenua Commissioners, Wellington.

G. F. RICHARDSON.

B_E (1.)

GENTLEMEN,—

Wellington, 15th May, 1896.

We have the honour to inform you that, after inspection of the ground, we have, as directed, made a careful valuation of the whole of the Horowhenua Block, with the exception of Subdivisions 2, 3, and 10, in respect of which we were instructed that no valuation was required.

The block contains many classes of land, and, consequently, our valuations have a somewhat wide range.

Where the character of the land varies much in any of the subdivisions which we have valued, we have given the value of each portion separately. We were met by the difficulty of the topography, being evidently of a sketchy character throughout; so that, while the areas we give of each class of land may be taken as fairly approximate, we had no data to enable us to make them exact.

Commencing at the coast, there is first a narrow belt of drift-sand; this is backed by a considerable area of healthy sheep country, consisting of sand-hills, with flats intervening, and all more or less in grass.

Extending north and south from the Horowhenua Lake is an intermediate belt, terminating the sand area, and this is principally open, low-lying, and wet, but capable of improvement.

From this belt to the foot of the hills is an extensive area of flat land, which was almost wholly originally in bush. It is all good, though varying from very rich to lighter and stony.

The lower hill-slopes in Subdivision No. 6 are good, well-rounded, and suitable for settlement.

The Horowhenua Block, however, runs back from this easy country to the top of the Tararua Range, and to the elevation of over 4,300ft.

A large proportion of this high country is unsuitable for any sort of occupation or settlement.

With regard to the occupation of all the back and hill country, there will be difficulty of access to contend with.

* Erasure and italic.

The only apparent outlet to the front portion is the valley of the Ohau River and its tributaries. The bed of the Ohau is, however, at present available for dray-traffic for some distance into the block.

The valley of the Mangahao will probably be found to be the only means of approach to the more remote portion of the back block.

We have the honour to attach hereto our schedule of blocks, areas, and values, in which latter we mutually concur.

In all cases our values are based on our estimation of the present selling value of the respective areas, as they now stand—that is, including improvements, excepting, however, the State Farm, of which we have given the unimproved value.

The various buildings belonging to Native owners were, in our opinion, of such small marketable value that we did not take them into account.

We have, &c.,

G. F. RICHARDSON,
H. SIMPSON,
JOHN BELL, } Valuers.

The Horowhenua Commissioners, Wellington.

SCHEDULE OF SUBDIVISIONS, AREAS, AND VALUES OF THE HOROWHENUA BLOCK.

Subdivision.	Areas.	Per Acre.			Total Value.			Remarks.
		£	s.	d.	£	s.	d.	
	Acres.							
12A	4,800	0	1	0	240	0	0	High mountain country.
12B	4,700	0	2	0	470	0	0	Very high hill country.
12C	3,637	0	5	0	909	5	0	High hill country.
4	512	0	5	0	128	0	0	High hill country, but falling into basin.
7	312	0	7	6	117	0	0	Lower than Subdivision 4.
8	265	0	10	0	132	10	0	Well into basin, but steep surroundings.
6A	2,750	1	5	0	3,437	0	0	Good ridge land, some a little high.
6B	1,870	4	5	0	7,947	10	0	Level land, ranging from rich to stony.
14	1,191	6	10	0	7,741	10	0	Flat, mostly very rich land, 400 acres in grass, fenced, 100 acres felled.
Raumatangī	100	5	10	0	550	0	0	Good, but part wants draining.
9	1,200	3	5	0	3,900	0	0	Small area very good; rest well grassed sand-hills.
11A	1,000	5	15	0	5,750	0	0	Very good bush land; adjoins main road and railway.
11B	550	9	0	0	4,950	0	0	Old cleared bush in good grass, mostly ploughable.
11C	600	4	0	0	2,400	0	0	Swamp and rich land running into sand.
	4,701				14,103	0	0	
11D	5,250	3	0	0	15,750	0	0	Good grassed sand-hills with intervening flats.
	450							
11E	500	...			...			Drift sand, on coast, of no value.
	350							
11F	400	...			...			Drift sand, on coast, of no value.
	3,350				7,118	15	0	
11G	3,750	2	2	6	7,968	15	0	Grassed sand-hills, with considerable area of low-lying swamps and scrub.
11K	1,050	...			...			Horowhenua Lake and road about it, not valued.
11H	1,200	4	0	0	4,800	0	0	Rich to fair land; part bush, part open and swamp.
11I	1,575	5	5	0	8,268	15	0	State Farm, all flat, ranges from very good to stony.
Total of 11	14,826	...			...
	36,162	2	1	8½	£75,460	15	0	
	36,163	2	0	1½	£72,963	5	0	

G. F. RICHARDSON,
H. SIMPSON,
JOHN BELL, } Valuers.

Corrections in red.—Owing to discrepancies being discovered between the plans from which the valuers obtained the areas in black as above, the plans have been carefully revised by the Government, and the areas amended as now shown in red.

This revision shows the Horowhenua Lake to be included in the block. When valuing we considered the lake was not included, and placed no value against it.

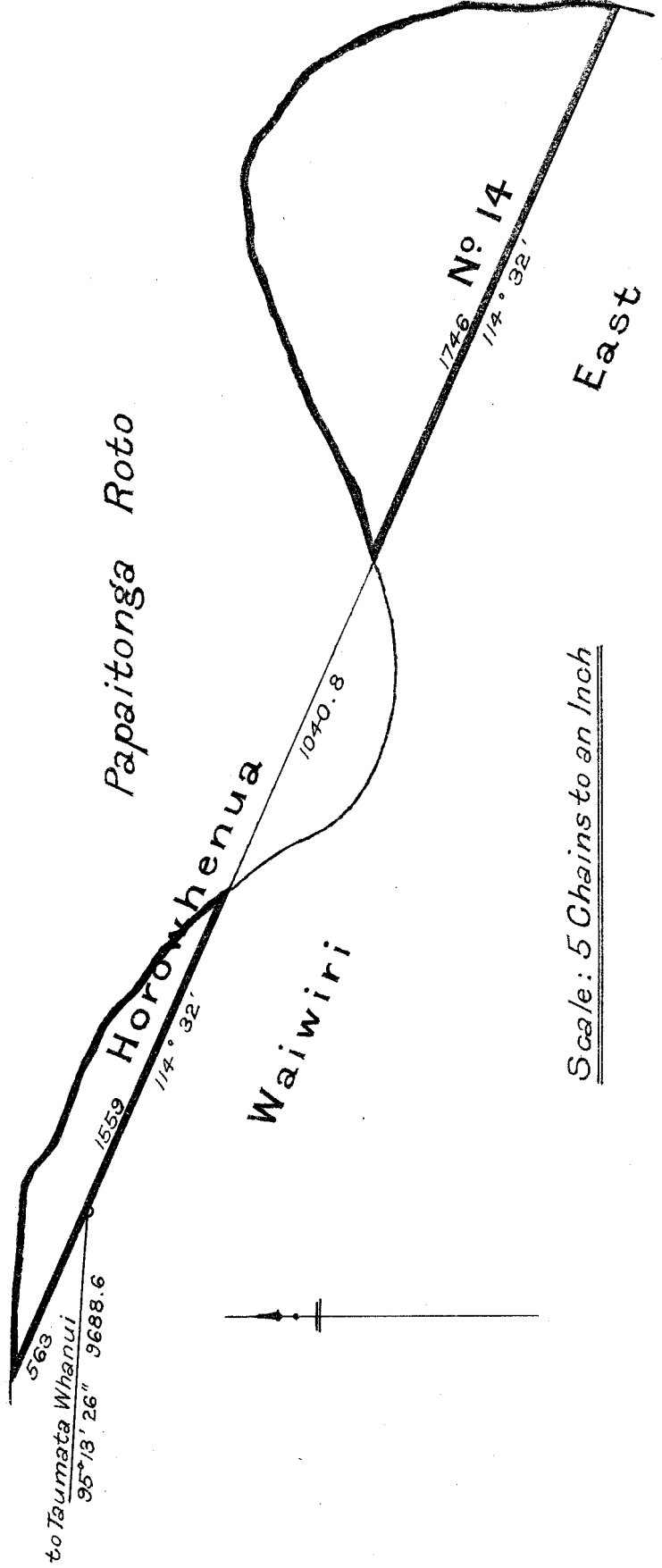
21st May, 1896.

G. F. RICHARDSON.

Approximate Cost of Paper.—Preparation, nil; printing (1,700 copies), £252 3s. 9d.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1896.

Horowhenua
Commission
21/4/96

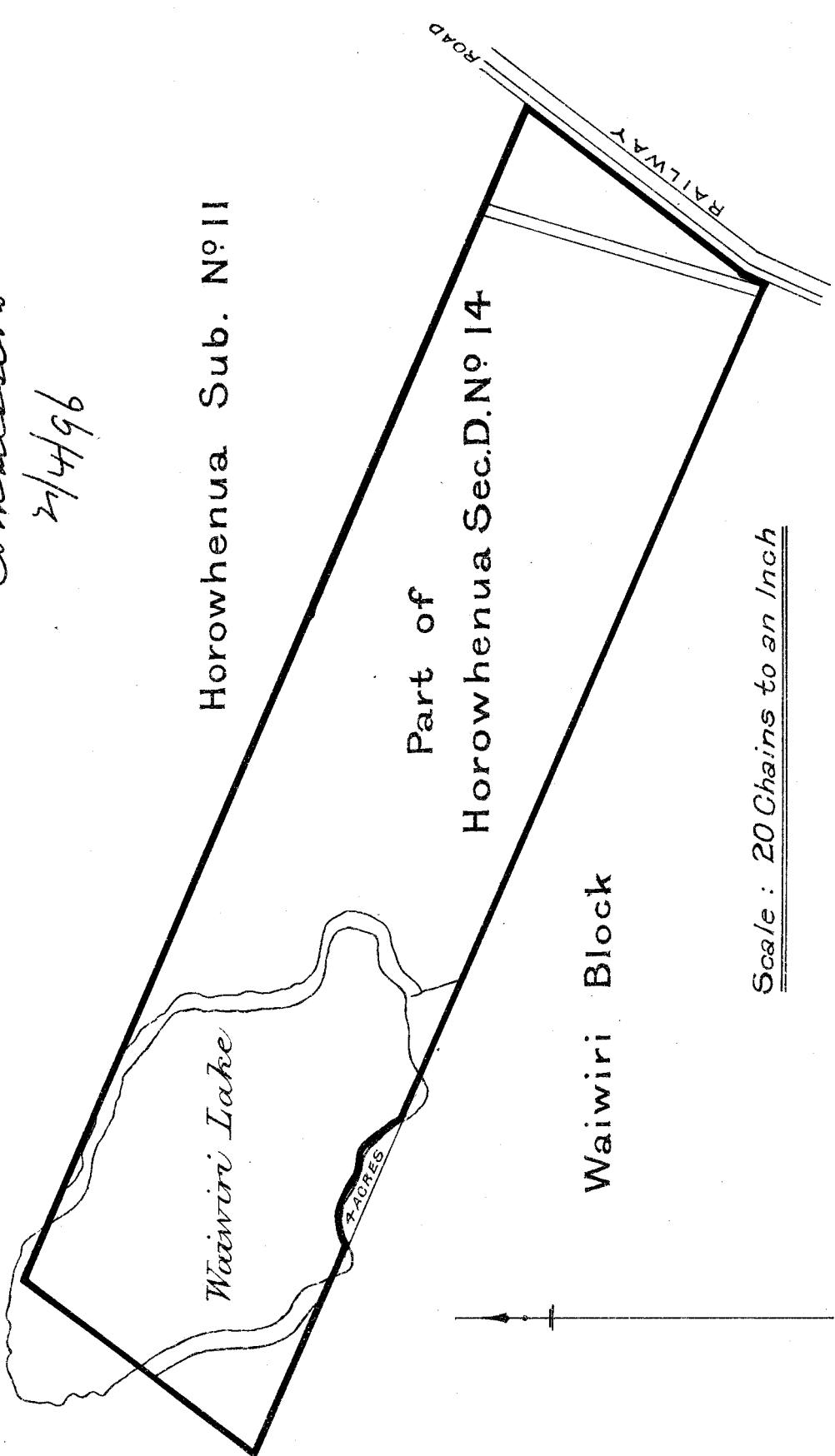


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*Horowhenua
Commission
2/4/96*

Horowhenua Sub. N° 11

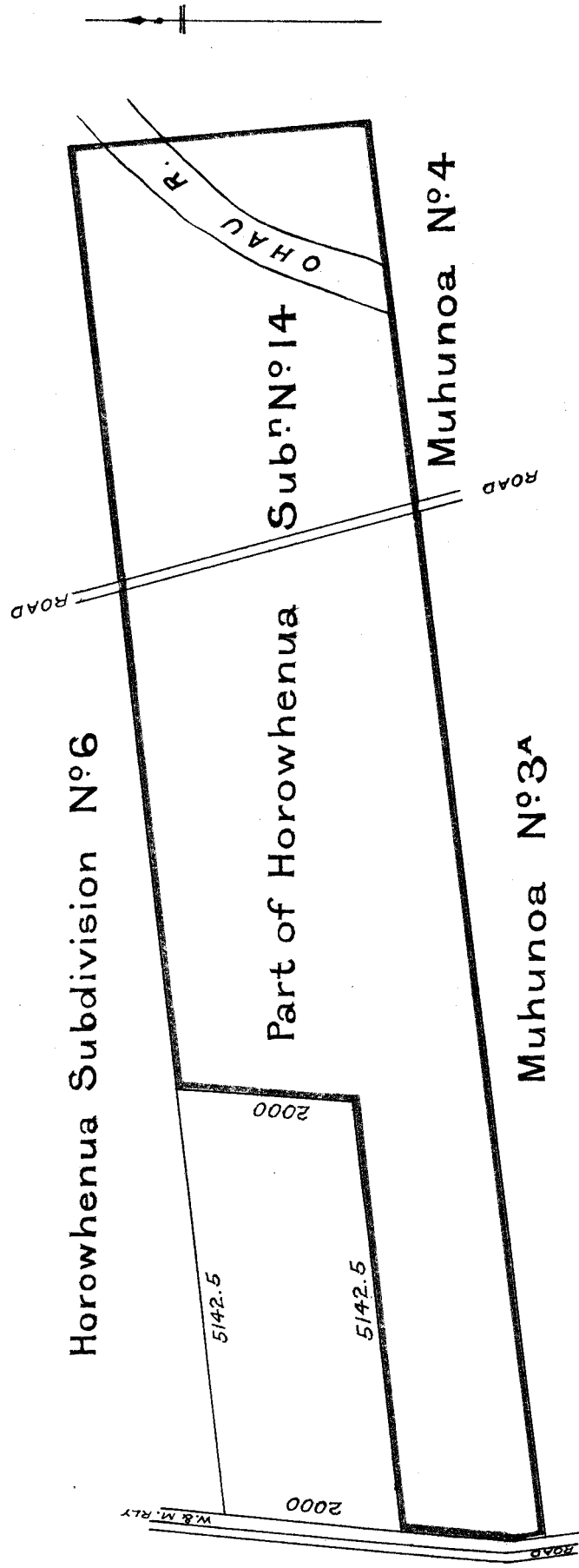
Part of
Horowhenua Sec.D.N° 14



Waiwiri Block

Scale : 20 Chains to an Inch

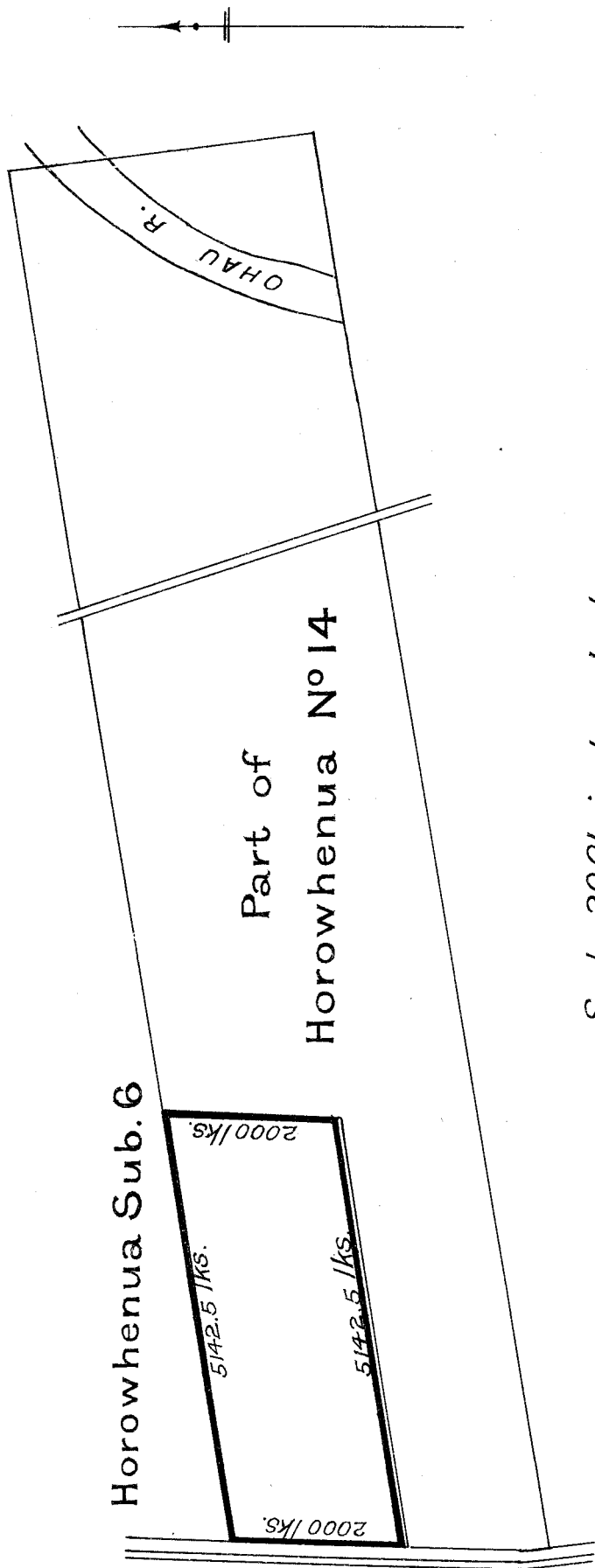
*Horowhenua
Commission
2/4/96*



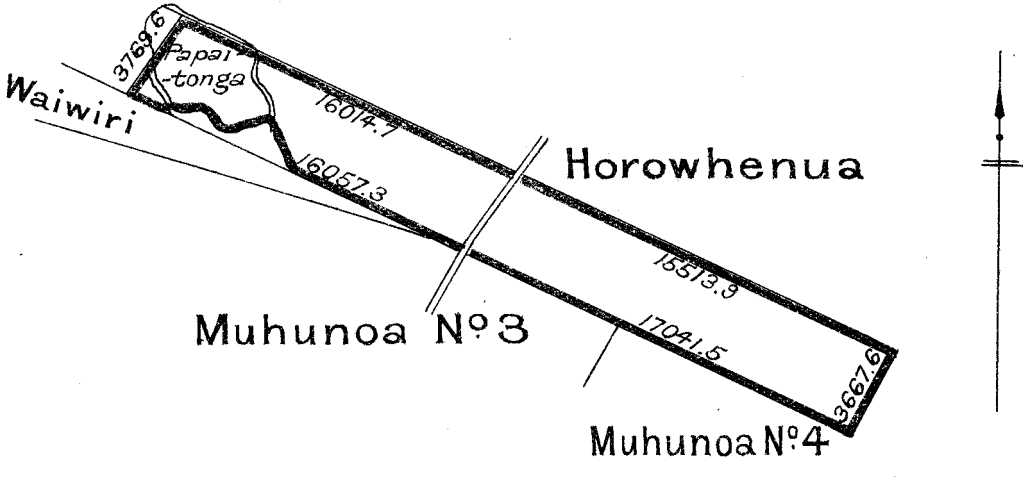
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Horowhenua
Commission
27/4/96

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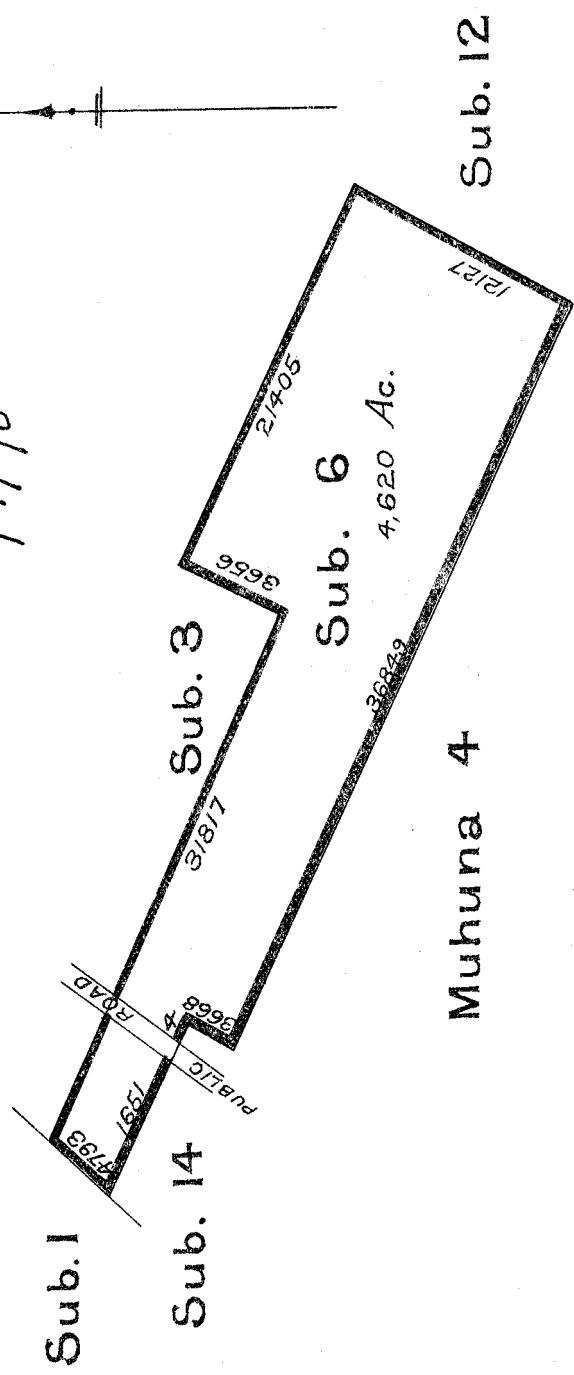
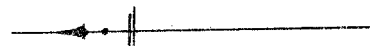


*Horowhenua
Commission
21. 4. 96*

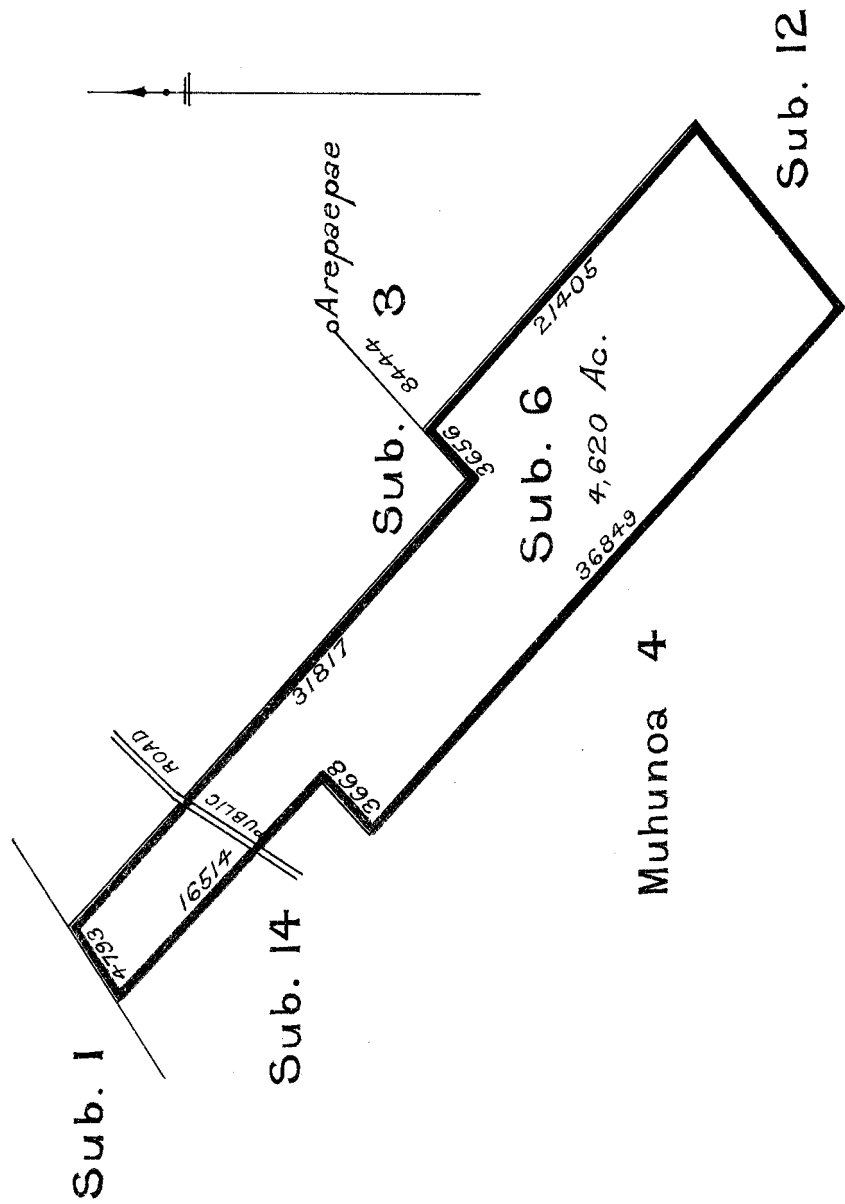


*Horothenana
Commission*

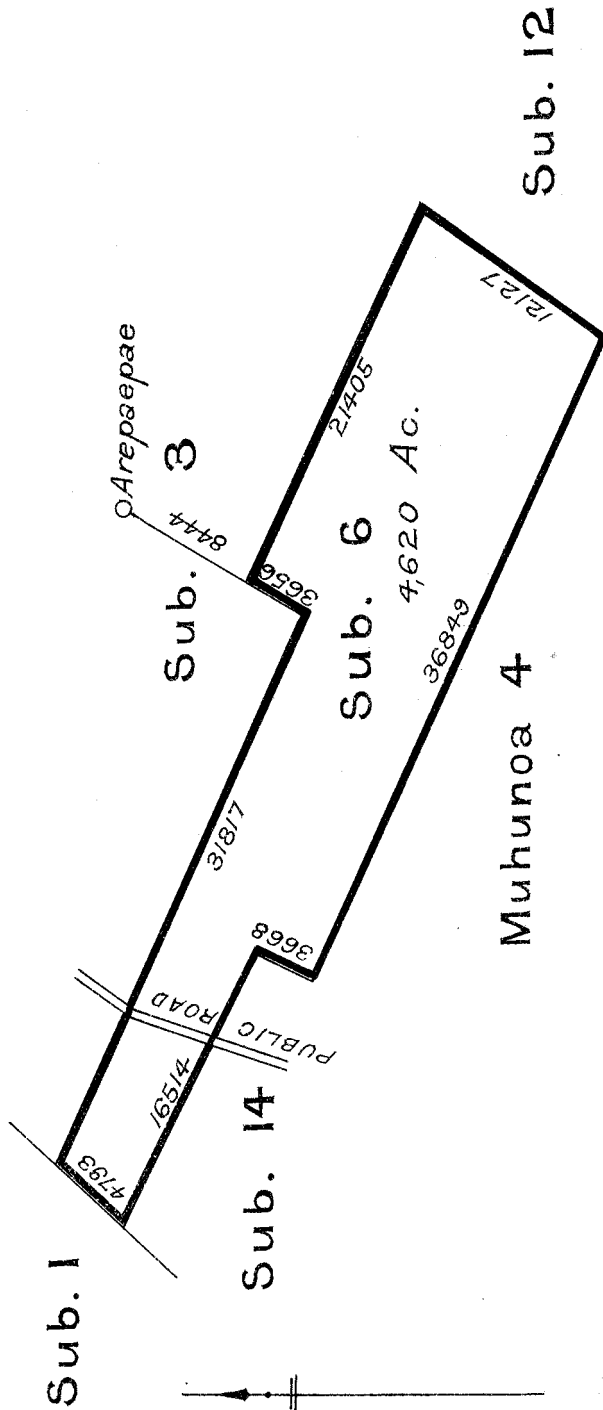
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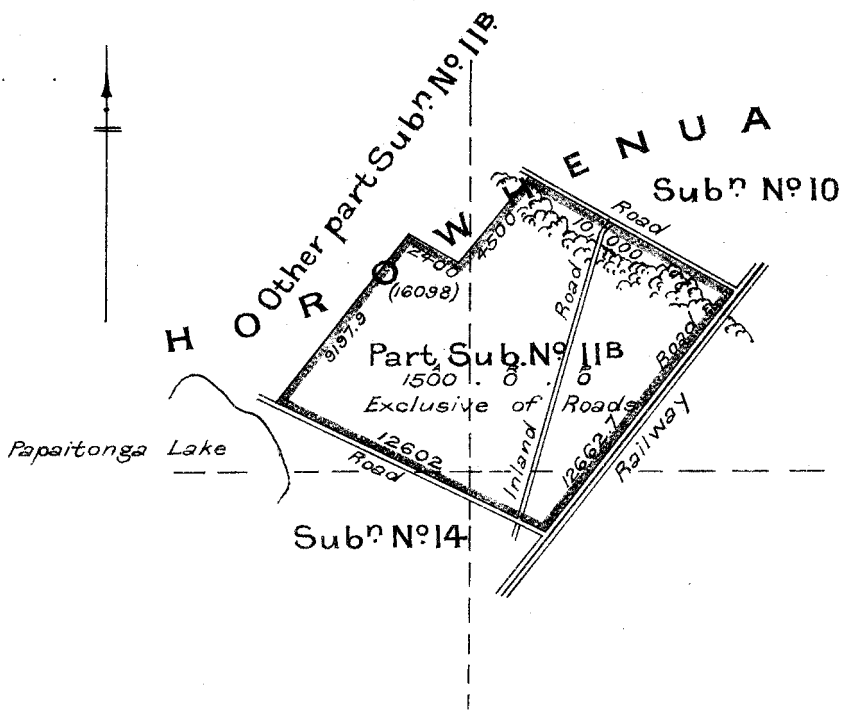
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3/17/66



Handwritten notes:
Muhunooa
3/24/96



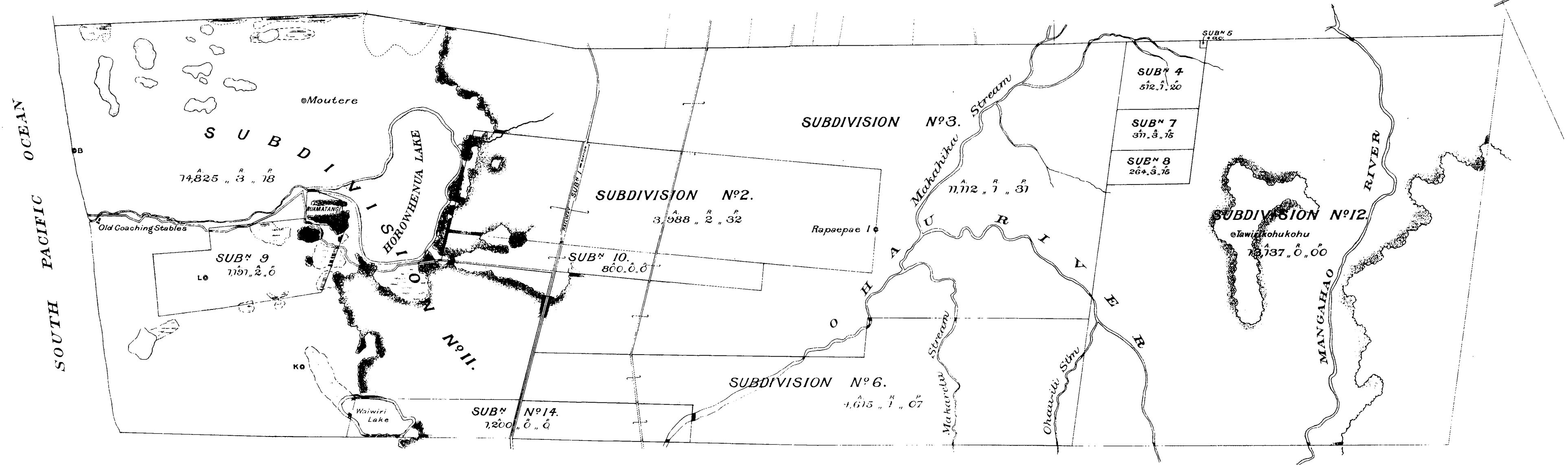
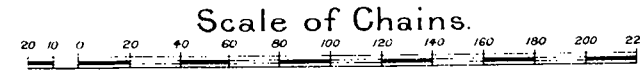
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Commission
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Blocks II & IV Waitohu & I & V Waiopenua S.D.

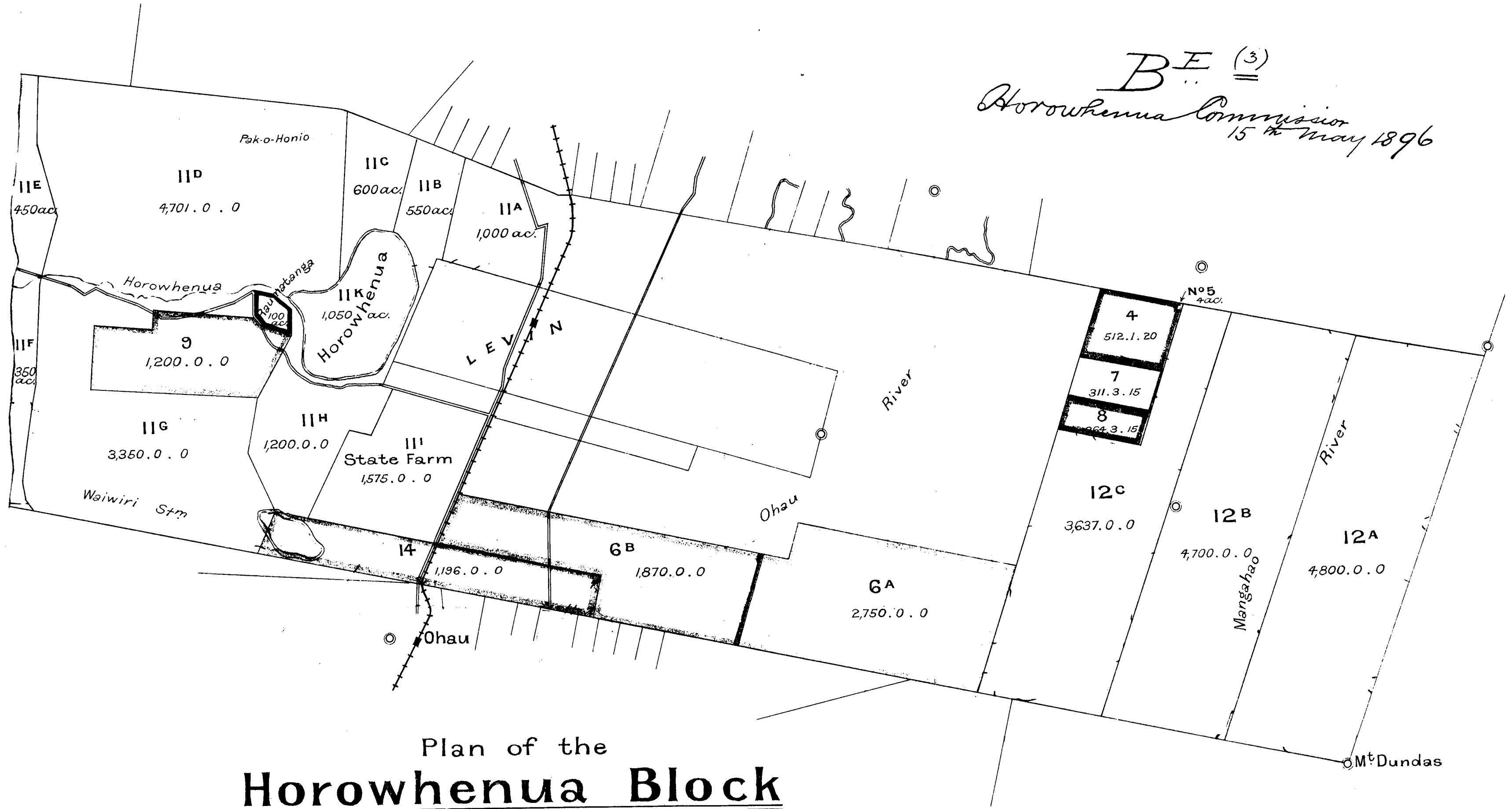
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HOROWHENUA BLOCK



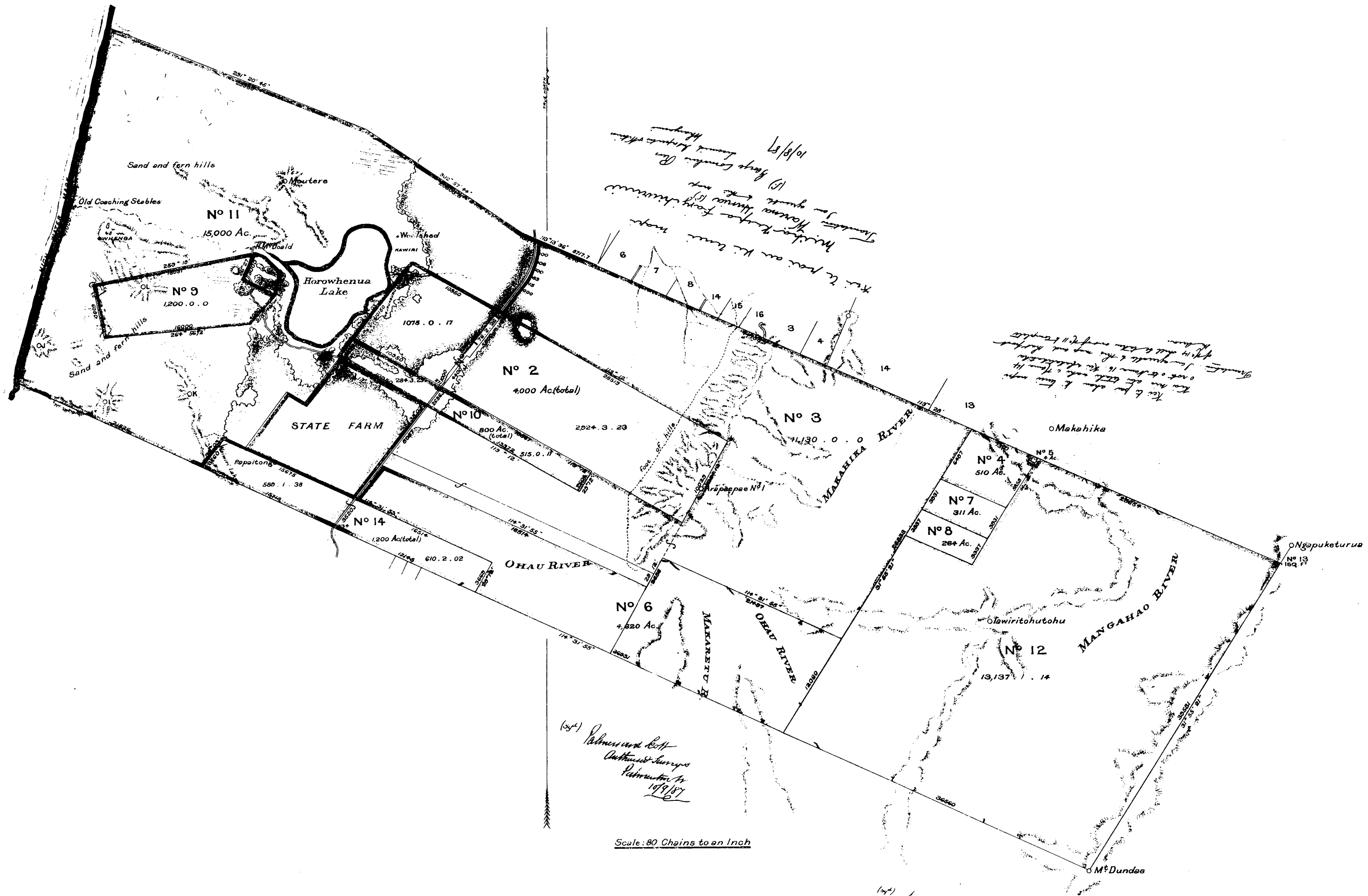
South Pacific Ocean

BE (3)
Horowhenua Commissioner
15th May 1896



Plan of the
Horowhenua Block

Scale: 1 Mile to an Inch.



10/18/87
 (1) Range Graham
 Moutero
 Horowhenua
 Matakere
 M^{rs} Dundas
 Ngapuketurua
 Makahika
 Mangahao River
 Ohau River
 Matakere River

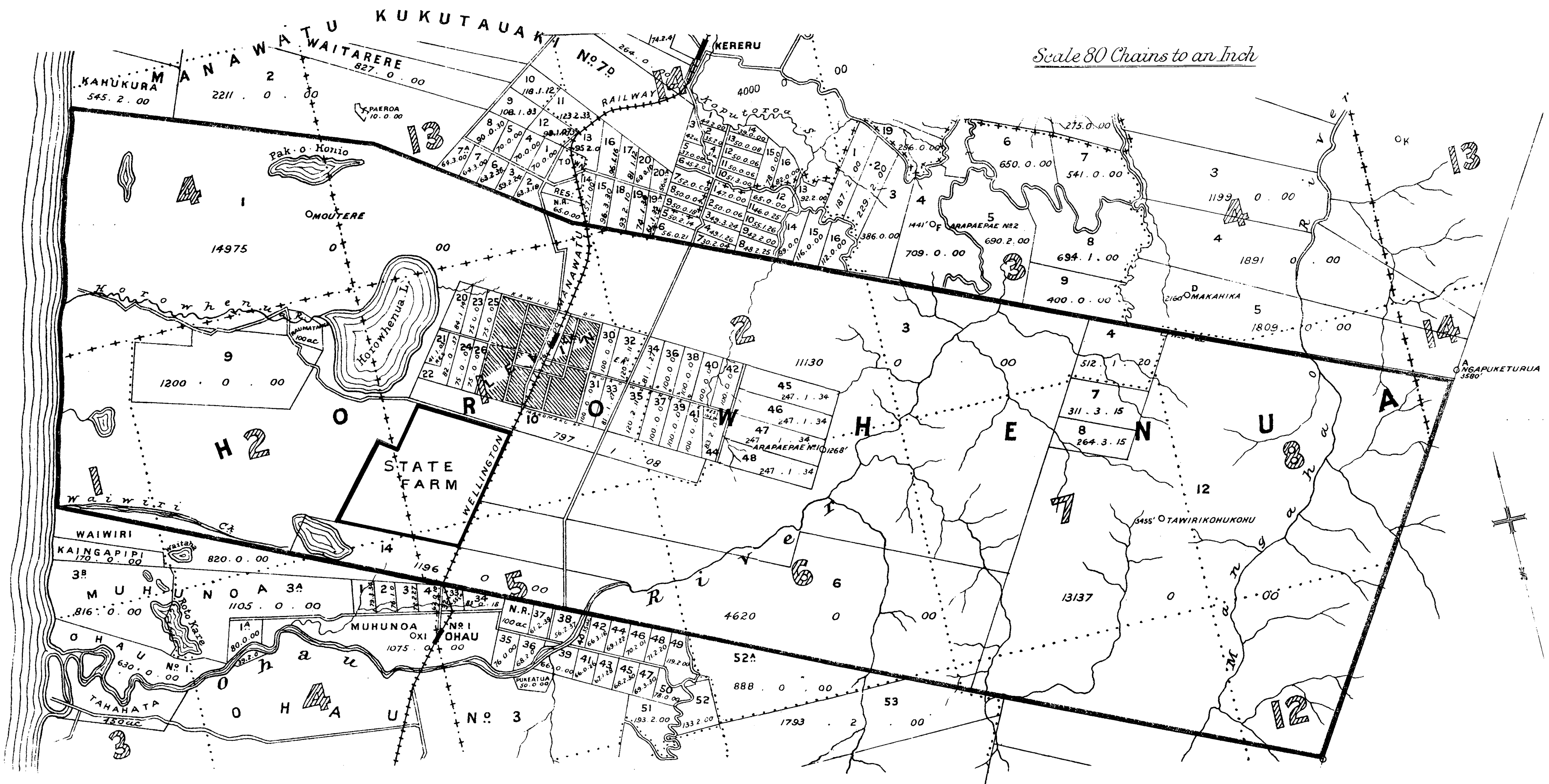
10/18/87
 (2) Range Graham
 Moutero
 Horowhenua
 Matakere
 M^{rs} Dundas
 Ngapuketurua
 Makahika
 Mangahao River
 Ohau River
 Matakere River

(3rd) Palmer and Co
 Auctioneers
 Palmerston N
 19/87

Scale: 80 Chains to an Inch

(4th) Lewis Thomson
 Licensed Surveyor

Scale 80 Chains to an Inch



HOROWHENUA BLOCK

Scale 80 Chains to an inch.

