

[Vol. 7, page 200, read out: Application from Major Kemp for confirmation of that order, &c.] I believe I made that application myself. Yes, I did; I remember making it. It was for No. 14. I had applied for it on the 2nd December, 1886, after the awarding of the square foot; but the Court did not make the order then. [Vol. 7, page 195: Mr. McDonald applies, on behalf of Major Kemp, under clause 121 of the Railway Construction Act, that the order be made direct to the company, &c.] My recollection is that you went into the box and produced the agreement I had signed. We had fallen out previous to that. When you withdrew the application I took Mr. Baker's advice. I remember being called to give evidence about the railway, but you and I had quarrelled about it before that. Someone in authority in the Railway Company came to Palmerston and explained the nature of the shares to me. [Horowhenua Commission, page 181, question 323, and reply, read.] I never said that. I said that I set No. 14 apart for the descendants of Whatanui, but as they refused it I kept it for myself. I mentioned those I would consider. [Vol. 13, page 177, Kemp's evidence-in-chief, read out: "No. 14 is for the descendants of Whatanui; it is not for me alone," &c.] What I meant by that was that the land was mine, and that I could give it to whom I liked. The descendants of Whatanui chose No. 9. I never intended them to have two sections. [Vol. 13, page 177, read out: "I am in No. 9. This was cut off for the Ngatiraukawa," &c.] It was settled in 1886 that they should have No. 9. I said, if they would give me No. 9, they should have No. 14.

To *Court*: I made use of the words quoted in 1890 because the descendants of Whatanui had quarrelled among themselves, and I allowed them a choice of the sections again. I told them outside the Court that, as they were dissatisfied with No. 9, I would exchange No. 14 for it if they wished.

To *McDonald*: Muaupoko would not conclude from what I said in 1890 that I was holding No. 14 for them if the Ngatiraukawa did not take it. All Muaupoko knew in 1890 that No. 14 was my own. They knew that it was given to me in 1886.

To *Court*: One reason for my saying what I did in 1890 was that I wanted the Ngatiraukawa to give me back the Raumatangi.

To *McDonald*: I was not afraid in 1890 to say that No. 14 was my own in case the Muaupoko might object.

Cross-examined by Mr. Stevens.

*Witness*: I knew the Hon. John Bryce. We were not always on friendly terms. We quarrelled about Murimotu. He was a Minister at the time. I only once complained of Mr. Bryce's action. We are on friendly terms now. McDonald brought trouble on Ngatikauhata and Ngatiwhakaterere as well as on me. The 800 acres, Horowhenua No. 10, was cut off to pay my debts. I told my people, the Muaupoko, that I had a heavy burden on me, and that my tribe at Wanganui would not help me. I must therefore put it on the Muaupoko. Rangimairehau asked me the amount of my debt, and how many acres it would take to defray it. I told him I would ask Palmerson, and said that the bill of Sievwright's amounted to £2,900 odd. Palmerson said it would take 800 acres to pay the debt. The Muaupoko consented to give the 800 acres to pay the debt. Palmerson surveyed it. I do not know that Carkeek surveyed. I did not see him in Palmerston. The 800 acres was not surveyed before Palmerson calculated the area that would be required. At £4 per acre the value would be £3,200. I have already said that no part of my debt was incurred in connection with Horowhenua. It was all on account of my Murimotu lands. The tribe agreed to my selling No. 2 on condition that I kept 10 acres out of every hundred. The Government fixed the price. The whole of the purchase-money was paid to me. I drew £500 on the first occasion. McDonald and Wirihana went with me; also my wife. I cannot remember date. After the survey was made Mr. Ballance said he would not return the tenths to the Natives. He said that they had plenty of land, and that this should be for the Europeans. I received £6,000 in all for the land, and about £200 in interest. The rent I received from Hector McDonald for the part leased to him went to the Muaupoko. I gave it to them. I cannot say how much rent I have received altogether. The first five years, £200 a year; the second five years, £300 a year; the third five years, £400 a year. Hector McDonald, sen., paid me the rent up to his death. I do not wish to say what happened after his death. There was trouble. John McDonald has paid me rent, but not the full amount. The lease was transferred to Mrs. McDonald. I gave the Muaupoko £2,000 in addition to what they drew from the lessee. A sum of £2,000 due from rent has never been paid to me. McDonald gave me £100 when I went to Parihaka. For a good many years he paid me nothing. I cannot say what year McDonald ceased to pay me. I will not dispute McDonald's books. He knows what he has paid me. I have received £500 as timber royalties. Other moneys have been paid to me. I forget the amounts, perhaps £300. Bartholomew could say. The railway shares I am holding for the tribe. I will consider what to do with them when the litigation over this land is ended. Some small sums have been paid to my son-in-law for dividends on the shares, about £7 altogether. I cannot say exactly what I have received from Sir Walter Buller for rent of No. 14—I think it is 2s. 6d. an acre. The rent is being retained to defray my debts. I mortgaged No. 14 to Buller for £500 and further advances. The £500 was paid to Edwards. I do not know how much I have received in addition to the £500. If any one said that the mortgage amounted now to over £2,000 I would not complain. I am spending the money to clear my name. Why should I ask Sir Walter Buller how much I owe him?

The Court adjourned till the 10th instant.

WEDNESDAY, 10TH MARCH, 1897.

The Court opened at 10 a.m.

Present: The same.

No. 1, Horowhenua No. 14, resumed.