What other sources would there be for obtaining the information?—I presume there were other sources. I decline to say what steps I took as solicitor for Kemp and Muaupoko. I decline to say what I did under instructions from Kemp and Muaupoko.

What were your sources of information?—I decline to say. I will tell you in the Supreme Court.

[Question pressed]?—I still decline. I obtained my information under instructions from my clients.

*The Court* said information from public records was not privileged.

*Sir W. Buller:* I have said that I perused the records, but that I did not know when.

*Mr Stafford.*] Did you or did you not search the minutes and records of subdivision of Horowhenua between the time of your retainer and 1892?—I say, as I said before, I do not know when I searched the records and minutes.

Did you prepare a deed of release and discharge (*vide* page 287, Exhibit S.)?—I prepared the deed of release.

In that deed there are a number of recitals relating to the subdivision. Where did you get that information?—I got it from my clients, and presumably from the minute-books, but I have no recollection of it.

Can you explain why it was necessary to confirm the subdivision relative to the 800 acres?—There is no confirmation in the deed I drew. I advised Kemp that the 800 acres should go on.

Was it not because the gift of the 800 acres was bad?—Certainly not; I don't think so now.

On what other grounds was a release necessary?—It is enough for me to say that I advised my client to include it.

Did your client suggest it to you or you to him?—I take the entire responsibility of advising him.

Why did you consider it necessary to get the release for the 800 acres?—I am not here to give the reasons for my advice. I decline to do so. I decline to explain, because it is privileged. I decline to say what I advised Kemp. I am entirely responsible for the deed, Kemp having left himself entirely in my hands.

You will see that there is a reference in the deed to the township: Where did you get the information regarding that?—From my clients.

I suppose you took some time to draft deed of release?—I don't know how long—probably a ew days.

Will you produce the draft?—So far as I know, the draft does not exist. I have no office, and kept no drafts. I drafted it in my own house.

Have you made any search for the draft?—I have not. I have no doubt that it was destroyed.

Will you say that in that draft release there is no recital referring to No. 14?—I feel absolutely sure that the deed presented to the Commission was an engrossment of my draft. I don't recollect any corrections in it. Certainly there was nothing in it referring to No. 14. I will swear that.

What was the date of your first dealing with Kemp in No. 14?—The 20th May, 1892.

At the time you took the lease had you searched the minutes?—Certainly not: why should I? I have no recollection of it.

Were you preparing the deed of release on the 20th May, 1892?—Certainly not.

Had you not then at that time received instructions to prepare deed of release?—Certainly not, so far as I am aware.

The next lease is dated 5th September, 1892: Was the deed of release then in preparation?—I cannot say; it may have been.

Had you then searched the records of the Court about the subdivisions?—I cannot say: I may have.

Had you on the 31st October, 1892, searched the records?—I cannot say, but I presume I had, from the fact of the recitals in the deed of release which I had prepared.

Was not your principal object in preparing that deed to cure defects in No. 14?—Certainly not. I swear that I did not know at that time that a question of trust would be raised in reference to No. 14.

Did not the 800 acres as to validity stand in the same position as No. 14?—Certainly not; the 800 acres was a gift to Kemp by the tribe; whereas No. 14 was his own share of the block, taken with the general consent of the tribe at the subdivision of 1886.

Would not the validity of both transactions rest upon the voluntary arrangement spoken of by Judge Wilson?—That is a question of law that I do not care to express an opinion upon.

Was not the release made in consequence of the doubt of the validity of the voluntary arrangement?—I don't say so. I thought it advisable to state the fact that the 800 acres should be included. I don't question the validity of the gift. The reason the 800 acres was put on the deed was that Kemp's solicitor advised it; that solicitor being myself.

Was any explanation ever given as to the object of the recital about the 800 acres?—The whole deed was explained to my clients before they signed it.

What explanation was given to the Natives?—I decline to say more than that the deed was explained to my clients.

Your position was this at the time: You were acting for Kemp in obtaining the release?—I was acting for Kemp, who took the release, and I was acting for the people who gave him the release and discharge.

Was it consistent with that position that you should get the release without the Natives having independent advice?—In my opinion, certainly. If it had been a deed of indemnity reciting breaches of trust, independent advice might have been advisable.

Don't you know that a Court of Equity holds that such a deed is invalid?—No I do not. The deed has already been before the Supreme Court and Court of Appeal.