

awarded to Kemp in trust to convey to Sievewright in order to pay debts that the tribe had accepted burden of. Any other disposition of these blocks would have been a breach of trust.

*Mr. J. M. Fraser* pointed out that Raniera te Whata was in Court.

*The Court* said it was of no consequence.

Sir W. BULLER, cross-examined by Henare te Apatari.

*Witness*: I have heard all the evidence that has been given before this Court. I have heard all that the witnesses have alleged in Court in regard to No. 14, and everything else. I heard it stated in Court that it was part of the voluntary arrangement that Kemp was to have No. 14 as his share of the estate. I will explain everything I can to the Court when I address it. From what I have heard in evidence and from Muaupoko the section at Ohau was first offered to the descendants of TeWhatanui, and when they refused it provision was made for them at Raumatangi, after which Muaupoko consented to Kemp having the Ohau section for himself. I have not heard Kemp stating that he was trustee for No. 14, either inside or outside the Court, but he made a statement before the Commission that might have borne that construction until it was explained by him. Kemp denied that he had stated in the Court of 1890 that he held No. 14 in trust for Ngatiraukawa. He said that he was misreported. Kemp swore here that he made no such statement in 1890. I heard my witnesses say that Kemp asked Muaupoko for No. 14 for himself, and I believe it to be true. I was not at the meeting. I cannot say what happened. I heard Raniera say that no one spoke when Kemp asked for No. 14. I have no means of knowing whether any one spoke or not. One witness testified that the meeting said "Aye." Ru Reweti said that Kiritotara said that no one could object. I conclude that the consent to Kemp's request was unanimous, as there were no objectors to the application in Court. Rangimairehau, Raniera, and Ru Reweti, I believe, spoke to the best of their recollection as to the form of assent, but they all agree that the consent of Muaupoko at the meeting and in Court was unanimous. I cannot say whether the discrepancies you allege in my witnesses' statements as to the form of assent should be taken as proof of the consent. I have no opinion to express upon it. I leave it to the Court.

Cross-examined by Hamuera Karaitiana.

*Witness*: I was solicitor for Kemp and those of the Muaupoko who signed my retainer from the 18th July, 1892, down to the time of the Commission, when I appeared for them. I have looked at the minute-book of 1886. Cannot say when I first saw it. The first thing I did for Muaupoko was to establish a trust in No. 11 through the Supreme Court. The minute-book was silent as to a trust, and I had to obtain my information from Muaupoko. My clients gave me the information—those who signed my retainer. I have seen the minute-book of 1890. Don't know when I first saw it. I know now the contents of that minute-book. Can't remember when I first became acquainted with those minutes. I will read the reply I gave to Mr. Stafford yesterday as to whether I knew or did not know that Kemp was a trustee in No. 14. [Not read.] I never heard that there was any trust suggested in No. 14 until a question was put to me at the bar of the House by Mr. Carroll. I have always understood that it was agreed that Kemp should have it for himself. I have never heard anything to the contrary. I probably heard from Kemp that he was the owner of No. 14 and not a trustee. I searched the title of No. 14 and made the necessary inquiries besides, before I parted with any money, as a prudent solicitor should. After I had been retained in July, 1892, it became my business to make inquiries on behalf of the people. The land was clothed with a European title. I had no occasion to make inquiries about the original title. I said in my opening that I would tender no evidence as to ancestry, and I have not done so. I say that on partition of the block by an arrangement of give and take No. 14 fell to Kemp as his share. In my opinion it was a valid and binding partition; by that arrangement Kemp gave up his rights in all other blocks except No. 11, and others gave up their rights in No. 14, the effect being that No. 14 became Kemp's share. By "arrangement" I mean the voluntary arrangement come to in 1886, and confirmed by the Court. I may have seen the certificate of title for No. 12. I think so. There is no difference between the certificate of title for No. 12 and that for No. 14, so far as I know, excepting in names of owners and description of parcel. The minute-book does not disclose a trust, nor does the certificate of title. I had to get my information from other sources. The information so obtained availed in the Supreme Court to establish a trust in No. 11, notwithstanding that there was no trust disclosed in the minutes or in the certificate of title. Everybody, as far as I know, knew that No. 14 was Kemp's absolutely. Kemp must have told me so or I would not have had any dealings with him in connection with it. I cannot say when Kemp told me, or when others told me that the land belonged to Kemp. I have always known that the land was Kemp's. I have seen minute-book No. 13, Otaki, page 177, Kemp's evidence: "No. 14 is for the descendants of Whatanui; it is not for me alone." My answer to that is that Kemp has sworn in this Court that he never made that statement, and I believe him. I attach more importance to what I heard outside than to a statement in the minute which Kemp has sworn he never made. Everything that is written is not necessarily true. In this instance it is the minute-book that is wrong.

Cross-examined by Mr. Baldwin.

*Witness* [Vol. 13, page 278: Judgment of Court *re* No. 11 on the 10th April, 1890]: I am instructed by Kemp that he asserted a trust in No. 11 in 1890. I believe he signed a declaration of trust at that time. I cannot say where I was residing during the session of 1890. I suppose I was in Wellington. Kemp presented a petition to Parliament in 1890. [*Hansard*, No. 37, pages 977, 978.] I have not the slightest recollection of having any communication with Kemp in Wellington in that year. Mr. Bell was acting for Kemp then. I don't remember whether Mr. Ballance was in power in 1890.