

18. As to the vendors not being the owners of the land, we have dealt with this point to some extent in paragraph 16. The fact is, moreover, that according to the deed the sale purports to be a sale by the Chiefs and people of the Tribe of Ngati Whiu, and that, with possibly two exceptions, all the signatories, whether they signed by name or by mark, were rangatiras of the Ngati Whiu. It is suggested that the land belonged not merely to the Chiefs, but to the tribe, that the members of the tribe have not signed, and that there is no proof that the sale was made with their consent. The fact is, however, that in practice in those days it was only the Chiefs who did sign these deeds, and they signed for the tribe. It is true that there is no evidence that there had been a meeting of the tribe or that the Chiefs consulted the tribe, and that the sale was made by general consent, but neither is there any evidence the other way; and in the absence of rebutting evidence, the presumption is that any necessary or customary or prescribed requirements were rightly observed, carried out, and done, and that any necessary consultation had been made or necessary consent obtained.

19. The assertion that the Maoris (other, presumably, than the actual signatories) did not know for a period of more than sixty years that the sale had been made will not bear scrutiny. The documentary evidence and the proper inferences to be drawn therefrom completely negative the assertion, and show that the sale was from the outset and at all material times generally known to the Maoris throughout the district; and, indeed, the absence of such knowledge is inconceivable. This point will receive further attention at a later stage.

20. As to the allegations of fraud made against Mr. Kemp and Wiremu Hau, the first suggestion as against Mr. Kemp is that, at the time of the negotiations for the sale and the execution of the deed, he was in a dual position and held two conflicting offices—namely, Land Purchase Officer and Protector of the Aborigines. This assertion is not correct. He had at one period held the appointment of a Protector of the Aborigines, but this duty and office lapsed about 1852. In 1858 he was merely a District Land Purchase Officer or Commissioner, the principal Land Purchase Commissioner being Mr. (afterwards Sir) Donald McLean.

21. Then, a great deal is sought to be made of a letter from Mr. Kemp to the Chief Commissioner of the 1st July, 1858, in which Mr. Kemp says that the survey of a block of land known as Mokau had just been completed, that it was one of the blocks already reported on as under negotiation, and was estimated to contain 10,000 acres, chiefly forest, comprising some very fine kauri and other timber, and that it was situated north-west of Waimate distant ten miles, with an available road. The letter goes on: "The Chief, Wi Hau, a well-known and useful servant of the Government, is the seller; and as he is anxious to assist the Government in establishing a settlement here, I beg to recommend that I may be authorized finally to conclude this purchase." It is to be noted that this letter states that the survey had just been completed. It by no means follows that Mr. Kemp had seen the plan. Indeed, the inference is that he had not, because at that time he had no knowledge of the area of the land—he only knew that it was estimated to contain 10,000 acres. It is true that he refers to the Chief Wi Hau as being *the seller*, but obviously that cannot mean that Wi Hau was the only seller, because the fact is that when the deed comes to be executed it is found that there are a number of persons included as sellers. It can only mean that Mr. Kemp regarded Wi Hau as being the leading seller because he was, in fact, the principal Chief of the tribe.