

every opportunity by his agent or himself to call further evidence, but he declined to do so. Neither Mr. Morison nor myself called evidence in rebuttal, but the Judge said he would like to hear Nireaha, the principal, and the Court called him, and Nireaha made his statement. On conclusion of the statement the Court proceeded to give judgment, in which it stated that Hare Rakena had not proved any claim to participate in the money or to ownership in the land, and dismissed the case. The Court then gave instructions for the voluntary arrangement or written agreement to be read out in open Court in English and in Maori. This was done, the English being read by the Clerk of the Court and the Maori translation or interpretation by Mr. Grace. That was the second time that agreement had been read in open Court. When it had been read the Judge asked if there were any objectors present. No voice was raised in objection; all acquiesced. The Judge then asked Mr. Morison and myself, Kuku Karatiana, John McMillan, Aporo Hare—all of us representing individuals or parties in the case—to sign the agreement in his presence. This was done, the Judge initialling the agreement in witness of our signatures. The proceedings then terminated. Subsequently Hare Rakena appealed and Rewanui appealed. The appeals came before Chief Judge Seth-Smith and Judge Jackson Palmer in the month of June this year. It may have been earlier, but that is not material. Hare Rakena was represented by Tuta Nihoniho; Rewanui was her own counsel. The Court gave them every latitude, being Natives, to lay any grievance they might have before the Court. The case lasted two full days, and at the conclusion the judgment of the Appellate Court was immediately given, the judgment being that the appeals were groundless, and, to quote the exact words of the Chief Judge, as near as I can from memory, "It would be monstrous to ignore the solemn agreement entered into by all the parties—it would be monstrous to allow parties to repudiate it." That is all I have to say, sir.

2. *The Chairman* (to Mr. Sheridan).] I understand that you wished to be present this morning, and thought that you might probably have some evidence to produce?—No. I was trying to get the order of the Court in order that it might be embodied in the printed matter, but I cannot get it. I thought it would be better to get it, if possible, in order to make the thing complete. If you had the judgment of the Native Appellate Court I would like it read in in some way, because it would make the paper more complete afterwards when people came to read it. On the file is the decision of the Appellate Court, upholding the judgment of the Native Land Court, but the judgment of the Native Land Court is not there.

The Chairman: Consideration of these petitions was postponed last week in order to get Mr. Moffatt present. It will be remembered that Mr. Morison, when he was here, stated that Mr. Moffatt employed him on behalf of the Natives' petition. In their evidence the Natives denied that statement, and I wrote to Mr. Moffatt asking him, if convenient, to attend the Native Affairs Committee and give evidence, telling him the subject-matter of his evidence, and asking him, if he had any papers on the matter, to bring them with him. In reply, I received yesterday the following letter:—

Kaihinu No. 2.

SIR,—

Palmerston North, 14th August, 1905.

In reply to yours of the 11th instant, I beg to state that, having to attend the Magistrate's Court here to-morrow (Tuesday), I cannot come personally to give evidence in this matter as requested. I have submitted what I know in writing relative to the authority, and hope that it is sufficient for the purpose required.

Yours, &c.,

WILLIAM MOFFATT.

The Chairman, Native Affairs Committee, House of Representatives, Wellington.

KAIHINU No. 2.

1. *Authority to act*.—This document was signed by the following Natives, authorising C. B. Morison to act as counsel for them in the Kaihinu case, heard at Woodville: (1) Rewanui Apatari; (2) Ereni te Aweawe; (3) Kerei te Panau; (4) Miriama Pe Rangi; (5) Mananui te Ra. The authority was written by me in Maori on a letter-paper at Woodville prior to the Court proceeding in the case, and signed by them after being satisfied with the contents, and witnessed by me.

2. The authority expressly gave Mr. Morison full power in all respects to act for them in this case.

3. That I have mislaid the said document, and have made exhaustive search in my office, but without success. I will produce it as soon as I find it.

4. Mr. Morison's appointment to act was also followed by another document written by me in Maori wherein the same Natives agreed to pay his retaining-fee out of the proceeds. This was signed by them and witnessed by me. This document is attached to the lost authority.

5. That all suggestions as to a settlement made by Mr. Morison with the other agents were duly explained and interpreted by me to Rewanui Apatari, who was recognised by the others interested with her as their mouthpiece, and agreed to by her before being given effect to.

6. That these Natives cannot deny the authority, and furthermore that Ereni te Aweawe a few days ago called on me and demanded delivery of it to her if in my possession.

7. That throughout the whole of the proceedings Mr. Morison's authority was never disputed.

8. That Rewanui Apatari herself, after the judgment of the Native Land Court was read in the Court, congratulated the Court on having settled this case in a very satisfactory manner.

WILLIAM MOFFATT, Licensed Interpreter,
Palmerston North.

14th August, 1905.