

35. He alleges that the Subdivision No. 14 referred to in "The Horowhenua Block Act, 1886," is the Subdivision No. 14 in respect of which a certificate of title under the Land Transfer Act was issued, and he denies that any allegation of invalidity or insufficiency in the proceedings of the Native Land Court, or of the location of the said subdivision upon survey, is relevant to the matters in issue in this action.

And for a further defence the said defendant repeats the allegations of his first defence, except so much of paragraphs 6 and 11 as conflict with this defence, and says:—

36. That if (as he denies) the 1,200 acres intended to be dealt with by the Court on the 25th day of November, 1886, and in respect of which a minute was made, but no location defined, and no order drawn up, was the 1,200 acres now known as Subdivision No. 14, then the Native Land Court, on the 1st day of December, 1886, after satisfying itself as to the consent of the registered owners and the approval of the descendants of Te Whatanui and of the Native Department, by order allotted to the said defendant Meiha Keepa te Rangihwinui in trust for the descendants of Te Whatanui the block now known as "Horowhenua No. 9"; and that on the 2nd day of December, 1886, the said defendant Meiha Keepa te Rangihwinui applied to the Court to allot to him personally as owner of the block known as "Horowhenua No. 14," and on the 3rd day of December, 1886, after being satisfied that all parties consented to such application, the Court duly allotted Block No. 14 to the said defendant Meiha Keepa te Rangihwinui as owner thereof, and directed the issue of an order in freehold tenure to him.

37. The defendant further avers that, if the circumstances of the allotment of Block No. 14 to the said defendant Meiha Keepa te Rangihwinui were as alternately alleged in this defence, he had no knowledge or notice whatsoever of the same at the time when he acquired the several leases and transfers referred to in the statement of claim, or when the mortgage referred to in the statement of claim was executed in his favour.

And for a further defence the said defendant repeats the allegations of his first defence and says:—

38. That the Native Land Court sat in the year 1886 for the partition of the Horowhenua Block, and an order in freehold tenure for Subdivision No. 14 was then made in favour of the said defendant Meiha Keepa te Rangihwinui, and a certificate of title under the Land Transfer Act issued to him, and since then the said Meiha Keepa te Rangihwinui has dealt with the land as his own, and has received the rents and profits thereof, and no claim by any person as *cestui que trust*, or as having any right, estate, or interest in the said Subdivision No. 14, was ever at any time made or suggested until the year 1895.

This statement of defence is filed and delivered on behalf of the defendant Sir Walter Lawry Buller by Arthur Percival Buller, his solicitor, whose address for service is at the offices of Messrs. Buller and Anderson, Featherston Street, in the City of Wellington.

D.

MEIHA KEEPA TE RANGIHWINUUI'S STATEMENT OF DEFENCE.

On Thursday the 27th day of May, 1897, the defendant Meiha Keepa te Rangihwinui, by Frank Cecil Beddard, his solicitor, saith:—

1. As to paragraph 1 of the statement of claim, he denies the right of the Public Trustee to join in this action the plaintiff Wirihana Hunia, and he files this defence pursuant to leave granted by order of this honourable Court without prejudice to his objection to such enjoiner, and he admits that this action is the statutory action directed to be brought by "The Horowhenua Block Act, 1896."

2. As to paragraph 2 of the statement of claim, he admits the same.

3. As to paragraph 3, he admits the same, but alleges that he the said defendant was one of the 143 owners named in the list.

4. As to paragraph 4, he admits the same, except the allegation that he became a trustee of the Horowhenua Block for the 143 persons mentioned in the registered list, and he says that he became and was the certificated owner under the 17th section of "The Native Land Act, 1867," with all such powers and duties as are by law attributable to that tenure.

5. As to paragraph 5, he admits the same.

6. As to paragraph 6, he denies the several allegations thereof, and in lieu thereof he says that on the 25th day of November, 1886, the Native Land Court made an order in freehold tenure to him for a part of the said block in the said order called "Horowhenua No. 1," containing 76 acres 3 roods 26 perches, and an order in freehold tenure to him for a parcel of land containing 4,000 acres in the said order called "Horowhenua No. 2," and an order in freehold tenure to him for another portion of the said block containing 1,200 acres in the said order called "Horowhenua No. 3"; and he specifically denies that the said portion containing 1,200 acres then before the Court was contiguous to the southern boundary of the said Horowhenua Block and lying to the eastward of the railway-line, and avers that it was the portion of the said block now known as "Horowhenua No. 9."

7. As to paragraph 7, he admits the same, except the allegation that an agreement was made between him and the late Sir Donald McLean, and avers that a promise was made by him the said defendant to the late Sir Donald McLean, then Native Minister, and was a personal promise made by him the said defendant as chief of the tribe on behalf of the tribe to the said Sir Donald McLean, and was not at any time binding in law upon him the said defendant, or the other registered owners. The said promise is in writing, and is a record of the Native Office, and the defendant craves leave to refer to the express terms of the same.

8. As to paragraph 8, he admits the same.

9. As to paragraph 9, he admits the same.