

10. As to paragraph 10, he denies the propositions of law therein stated.

11. As to paragraph 11, he denies the same, and in lieu thereof alleges that on the 1st day of December, 1886, the Native Land Court confirmed the order for the railway-line (76 acres 2 roods 26 perches), and for the 4,000 acres made on the 25th day of November, 1886, but did not then expressly confirm the order made on the 25th day of November, 1886, for the 1,200 acres intended to be given to the descendants of Te Whatanui, but then made an order in freehold tenure to him the said defendant of a parcel of land called "Horowhenua No. 9," containing 1,200 acres, so that he the said defendant might carry into effect the promise made to Sir Donald McLean as hereinbefore alleged.

12. As to paragraph 12, he denies the same and every allegation thereof, and avers that on and prior to the 1st day of December, 1886, the descendants of Te Whatanui and Mr. Lewis, Under-Secretary for Native Affairs, on behalf of the Government, had notified their acceptance of the block known as "Horowhenua No. 9" as a complete fulfilment of the promise made to Sir Donald McLean as aforesaid.

13. As to paragraph 13, he denies the same and every allegation thereof, and says that on the 3rd day of December, 1886, the Native Land Court made an order in freehold tenure in favour of him the said defendant as the beneficial owner thereof of 1,200 acres called "Horowhenua No. 14."

14. As to paragraph 14, he denies the proposition of law therein stated.

15. As to paragraph 15, he admits the sub-paragraphs (a) (b) (c) (d) (e) and (f), but denies sub-paragraph (g) and every allegation thereof. He admits the sub-paragraphs (h) and (i).

16. As to paragraph 16, he admits the same.

17. As to paragraph 17, he admits the same.

18. As to paragraph 18, he denies the same and every allegation thereof.

19. As to paragraph 19, he denies the same and every allegation thereof.

20. As to paragraph 20, he denies the same and every allegation thereof, and says that the Native Land Court had on the 3rd day of December, 1886, full jurisdiction to make the order which it did make in freehold tenure to him the said defendant for Subdivision No. 14.

21. As to paragraph 21, he denies that the voluntary arrangement was invalid, and denies the propositions of law stated in the said paragraph; and, further, avers that, with respect to the order in freehold tenure to him the said defendant for Subdivision No. 14, the Court challenged objectors before making the order.

22. As to paragraph 22, he denies the facts and the propositions of law therein alleged and stated, and says that, in fact, an order in freehold tenure for Subdivision No. 14 was duly and legally made.

23. As to paragraph 23, he denies the facts and propositions of law therein alleged and stated, and further denies that the matters therein alleged are relevant to the issues in this action brought pursuant to "The Horowhenua Block Act, 1896," which Act assumes the existence of Subdivision No. 14 as a subdivision duly made by a Court of competent authority.

24. As to paragraph 24, he repeats his answer, and further says, that upon the survey the subdivisions were altered in position and area, and that the Subdivision No. 14, referred to in "The Horowhenua Block Act, 1896," is the subdivision in respect of which the order in freehold tenure was made, and in respect of which the certificate of title issued to him the said defendant, and he expressly denies that the alteration in Subdivision No. 11 was made without the consent of the owners of that subdivision.

25. As to paragraph 25, he denies that he exercised or used any pressure or fraud as therein alleged.

26. As to paragraph 26, he denies the same and every allegation thereof.

27. As to paragraph 27, he admits the issue of the certificate of title, and denies that the same was wrongfully issued, and denies that he cannot claim protection under the provisions of the Land Transfer Act, and denies that he was then or at any time a trustee for Subdivision No. 14 for the persons named in the registered list or for any other persons.

28. As to paragraph 28, he admits the dealings specified therein, but denies that he was a trustee of Subdivision No. 14, or that any such dealings were in fraud of any trust.

29. As to paragraph 29, he denies that from the year 1874 and continuously therefrom the defendant Sir Walter Lawry Buller had been the solicitor and confidential adviser of him the said defendant, and he avers that in respect of the Horowhenua Block the defendant Sir Walter Lawry Buller never acted as the solicitor or confidential adviser of him the said defendant until the month of July, 1892.

30. As to paragraph 30, he denies the same and every allegation thereof.

31. As to paragraph 31, he admits that when he made the transfers and leases other than the lease of the 20th day of May, 1892, the defendant Sir Walter Lawry Buller was the solicitor and confidential adviser of him the said defendant; but as to the lease of the 20th day of May, 1892, he denies that when he made the same the defendant Sir Walter Lawry Buller was the solicitor and confidential adviser of him the said defendant; and he denies that any such transfers and leases were at inadequate values and rentals, but says that all the values and rentals were fair and just; and further, as a matter of law, he denies the relevancy of any of the allegations of paragraph 31 to the issues in this action.

32. As to paragraph 32, he says that in respect of the mortgage therein referred to, the defendant Sir Walter Lawry Buller was not the solicitor and confidential adviser of him the said defendant; but on the contrary, Mr. W. B. Edwards acted as the solicitor for him the said defendant in that matter. He denies that any matters whatsoever were concealed from him, and he says that the document was certified as correct for the purposes of the Land Transfer Act by Mr. W. B. Edwards, as his solicitor; and he denies that he was unaware of any matter which was provided in the said mortgage; and further, as a matter of law, he denies the relevancy of any of the allegations of paragraph 32 to the issues in this action.