

is this: I thought the Court was about to use the same words about it as it had about the preceding sections, and I asked the Court not to do so. I was really asking the Court not to confirm the order, because I thought it might be better to put the Ngatiraukawa somewhere else. The delineation is made generally at the time the order is made. I do not think the minute implies that an order had been made and the delineation was to follow. Nos. 1 and 2 were confirmed by the Court of its own motion, not on my application. There is no minute of my suggestion to the Court to hold its hand and not make an order for No. 3. The subdivision stood as it was, so far as I know. Nothing further was done at that time about the 1,200 acres for the descendants of Whatanui. I can only give a suggestion why I said, "The agreement between Kemp and himself, &c." The agreement had been fully confirmed outside, but it may have entered my mind to inform the Court that it was not intended to repudiate the agreement altogether, but merely for the purpose of suspending the section for the time. I say that Kemp had no right to make the agreement. The Ohau Section had been fully agreed to by Muaupoko before the 25th November. There is nothing in the minutes to show that I intervened at all, but I did do so, and I wish now I had not. I admit the accuracy of the minutes as far as they go. The section that was third in order on the 25th, and which I believe was referred to on the 1st December, was the section at Ohau, now known as No. 14. [Vol. 7, page 193, "The Court awarded this this morning in No. 3 Subdivision to Keepa te Rangihwinui," read.] If you can make sense out of that without explanation you are cleverer than I am. I suppose I made some explanation when I asked the Court not to make an order for the 1,200 acres on the 1st December, 1886. It is quite possible I did. Part of the statement is true, as to lending of the Courthouse to Ngatiraukawa. [Horowhenua Commission, page 162, questions 126, 127, and 128 (Nicholson's evidence), read out.] I cannot explain those replies. You had better ask Nicholson. I have not the slightest recollection of seeing Hitau at all in the Court of 1886. I heard no objection to the No. 9 section in the Court. There was an angry discussion among Muaupoko outside the Court about the land being allotted at Rau-matangi at all, and about the exclusion of Ohenga. This was during the interregnum. I cannot remember any particular individual who objected. I do not remember that Muaupoko referred to me specially about the boundary, because I did not know the land. I applied for No. 9 on the afternoon of 1st December. [Application from Major Kemp, &c., Vol. 7, page 192.] The person who applied described the boundaries. I got my final instructions about No. 9 during the dinner-hour. Nicholson did not take part in Muaupoko meetings, and urge Kemp to fulfil his promise. No Ngatiraukawa attended them. The Ngatiraukawa must have communicated with Kemp. They did not communicate with Muaupoko at all, so far as I know. If it has been stated that the disputing about the boundaries of No. 9 commenced and finished between 1 and 2 o'clock it is wrong. The minute, "The Court awarded this this morning in No. 3, &c.," requires explanation. I cannot explain Mr. Jones's minute. I will not attempt it. The section referred to in the morning was the Ohau Section. The section before the Court in the afternoon was a different section altogether. [Horowhenua Commission, page 230, questions 133 and 134, and replies, read.] In the opinion of that witness, it was settled in Palmerston. [Horowhenua Commission, page 226, questions 328, 329, 330, read out.] I do not dispute that evidence by Heni Kipa. I am not aware of any negotiations between Ngatiraukawa and Kemp. I am not prepared to deny that there were such negotiations. I do not believe there were any. I considered at the time that they were quite unimportant. I do not remember making any direct suggestion to Muaupoko. I made many to Kemp, and if he agreed to them I used my influence with Muaupoko. I heard nothing of negotiations between Kemp and Ngatiraukawa. I do not believe he would listen to any of them. [Horowhenua Commission, page 162, questions 114 to 119, read out.] I cannot dispute that evidence, but I can say that the agreement did not reach Palmerston until the Ohau Section had been awarded to Kemp. I do not say that Pomare, Heni, Nicholson, and others did not agree to accept No. 9, but I did not consider their consent sufficient. Lewis and Kemp were the only two who could make Muaupoko safe. [Horowhenua Commission, page 163, question 135, read out.] The descendants of Whatanui, from a Maori point of view, are a numerous body. I did not care at all whether Ngatiraukawa were satisfied or not in 1886, so long as Kemp and Lewis agreed. What I thought was that if Ngatiraukawa complained to Parliament, and Kemp and the Government could say that alternative sections had been offered to them, Parliament would compel them to accept one. I was the author of a lengthy letter to the *Manawatu Farmer*. Every word of it is true. When I proposed alternative sections for the descendants of Whatanui I had in my mind that Ohau was away from Ngatiraukawa kaingas. I was aware of that when alternative sections were proposed. If they did not accept one or the other they would get nothing. Some of them might have preferred the Ohau Section, notwithstanding that some of them had objected. The Ngatiraukawa had a valid ground of objection to Ohau, because the agreement provided that the land was to be near Horowhenua.

The Court adjourned till the 19th instant.

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FRIDAY, 19TH MARCH, 1897.

The Court opened at 10 a.m.

Present: The same.

No. 1, Horowhenua No. 14, resumed.

A. McDONALD'S cross-examination by Mr. Beddard continued.

Mr. Baldwin asked the Court to take a note that the certificate of 1873 had not been presented to the Court in 1886 for cancellation.

Sir W. Buller objected.