

that the Ohau should be allotted to him for himself. I never at any time heard Kemp apply in Court for the Ohau section for himself. I am on good terms with the Muaupoko. We have lived together. I know the Muaupoko people well. Did so in 1886, and before. I have never heard from any Muaupoko that the Muaupoko had arranged that the Ohau section should be for Kemp— for himself alone.

Cross-examined by Sir W. Buller.

*Witness:* I did not hear at Palmerston that Ohau was for Kemp's share. I did not attend the Muaupoko meetings at Palmerston. I had no means of knowing whether it was decided at the meetings that Kemp should have it, but I did not hear any one say so outside or inside the Court. I heard Kahui's Court going over the work done by Mangakahia's Court. I concluded that the Court was either confirming the former orders or giving information to the Assessor. I know nothing of any subsequent application either by Kemp or McDonald for the Ohau land. Such an application may have been made without my hearing it. I had no interest in anything before the Court after No. 9 was allotted. I heard about the square foot being allotted for the double name. I heard the order made for it. I can't say whether it was on the first, second, or third day of Kahui's Court. [Vol. 7, page 195, read out: "Application from Major Kemp for 1 square foot," &c.] Either McDonald or Kemp applied to have the duplicate name struck out. The Court said it could not do that, and awarded a foot to the duplicate name. I am sure the Court proceeded to make the order at the time as soon as McDonald made the application. [Vol. 7, page 194: "Application from Major Kemp to amend the list of names in the certificate," &c.] That is what took place. The Court immediately made an order for 1 square foot to Wiremu Matakara. I did not hear any proposal to adjourn the case after Court had said it could not strike out the name. No. 12 was brought before the Court after No. 11. The application was Kemp's, but I think McDonald explained it to the Court. Raniera stood up and said that the chiefs had enough in No. 11. Wirihana became angry. The Court told Raniera to go on, and he said that this should be for the tribe, as the two chiefs had sufficient in No. 11. Kemp asked for an adjournment, and it did not come on again till next day. The first talk about No. 12 came immediately after No. 11. No. 11 was before No. 9, so that No. 12 must have been before No. 9. I do not remember whether the square foot came immediately after No. 12. I remained in Palmerston till end of Court. I cannot remember what was done by the Court after the square foot was ordered. Cannot say that it was the last order made. I think that No. 9 was ordered on the afternoon of the first day of Kahui's Court. No. 12 was brought on after No. 11 was ordered. It was taken out of the Court, and brought in again next day. When Kahui's Court opened it dealt with the railway, the town, and 1,200 acres at Ohau. These were the parcels I thought were referred to for information of Assessor. Then the land for Wairarapa Natives, parcel for Karena's wife, section for Hiroti and others, the 105 acres each block, were dealt with by the Court. After these, in the afternoon of same day, No. 9 was dealt with. I was mistaken in saying that Nos. 11 and 12 were taken on that day. I think that No. 11 was first block dealt with on the second day. If the minute-book says it was taken on the first day, then I am wrong. I admit that I was wrong in replying to Mr. Baldwin about Nos. 11 and 12 being taken before No. 9. I should have said they were dealt with on the same day as No. 9. I am sure that after No. 9 was finally awarded, on the afternoon of the first day of Kahui's Court, I did not hear anything more about the Ohau section. If the minute-book says "and that the Ohau section was afterwards applied for by Kemp," I could not have heard it. I thought it had been already awarded on the 25th of November. The meeting with Lewis in Court-house about boundaries of No. 9 was not during the dinner adjournment. The Judge remained in the Court. McDonald was present. The meeting lasted a considerable time, perhaps about an hour. Ru Reweti may have been at the meeting, but he took no active part. I cannot say whether Heni Kipa was there; her husband was. I think Hare Pomare had returned to Otaki, but he attended the first meeting. Hitau was at the meeting but was silent. I was their spokesman. Waretini Tuainuku and Ranginui were present. Hukiki was not there. Henare Roera was there; so was Maraku; also his wife, Erenora. I cannot say whether all these remained in the Court, but they belonged to our party. I remember now that Hitau was not in the Court; she was ill. [Horo-whenua Commission, page 162, questions 124 to 128 (Nikitini's evidence), read.] I remember giving that evidence; it is all true. Lewis was not at the meeting; he came afterwards. We did not go to the Court until the boundaries were settled. I referred to our meeting at the Royal Hotel, where Kemp refused our request. It was before we went to Kahui's Court. I was not speaking of the meeting at the Courthouse; the locality of the section had been agreed to then. Kemp met me at a shoemaker's shop, and told me he had seen Lewis, and that he agreed to the 1,200 acres being at Raumatangi. I consider that, as Kemp was the principal man on Muaupoko side and I was the principal man on our side, the matter was settled. It was about a day before we went to Kahui's Court that Kemp told me he had agreed to the section for us being at Raumatangi. The boundaries were arranged in the Courthouse. I think Kemp had seen the agreement when he met me, and told me it was all right. I had seen the telegram containing terms of agreement before we went to Kahui's Court. After Kemp had told me that he had agreed, Lewis also told me that Kemp had consented. This was in the street after Lewis had seen Kemp. It may have been a day before we went to Kahui's Court, but, at any rate, it was before we went to Kahui's Court. The only business at our meeting in the Court-house was the settlement of the boundaries. Kemp had agreed to the location of the land at Raumatangi outside the Court. Lewis had also agreed, and so had I. I don't think it mattered to Lewis where the section was located. There was no one else whose consent was necessary to the completion of the matter. Our meeting in the Courthouse was to fix the boundaries of No. 9. The main discussion was between Kemp and myself. I told him that we were entitled under the agreement to 1,300 acres; but Kemp would not consent then, though he