

agreed upon them; and with, no doubt, much discussion and palaver and many changes of plans it was decided who was to receive each subdivision and for what purpose—some recipients as absolute owners, some as trustees. (These general facts are, of course, undisputed).

The general scheme of partition of the Horowhenua Block as ultimately given effect to by the Court is as follows (I am showing the general lines on which the Natives agreed to subdivide the land, as shown by the allotments already made by the Court): The Muaupoko had three objects in view: (1.) In the first place, they cut off one or two odd subdivisions to provide for what I may call outstanding tribal engagements; thus, for instance, Subdivision 1 was cut off for the Manawatu Railway-line in accordance with a promise made by Kemp as chief. (2.) Then they cut off a large residential subdivision as a perpetual reserve, on which their kaingas were, and which was to be kept inalienable as the dwelling-place of the tribe. This reserve was Subdivision 11, which, as I have already said, was placed in the joint names of Kemp and Warena Hunia for better security, and which Kemp afterwards, in the Supreme Court, rescued from Warena Hunia, who claimed that he and Kemp were absolute owners. (3.) Having thus met outstanding engagements and provided a reserve, they cut up the whole balance of the block into individual shares, giving to each of the 143 tribesmen found entitled according to Native custom by the Court of 1873 a piece of land as a separate allotment. Subdivisions Nos. 3, 4, 5, 6, 7, 8, and 13—in fact, as I have said, the whole balance of the block—was thus marked off among the individual tribesmen, who were divided into classes—some classes to receive as much as 105 acres a man, some as little as 13—according to what the tribe considered their claims to be. I have now accounted for the whole block except Subdivision 14. I desire to bring a most important point before the Court. Kemp alone, of all the 143 registered owners, was the only one who had no share out of Subdivisions 3, 4, 5, 6, 7, 8, and 13. This fact is, of course, proved by the lists of owners of those subdivisions. Then, what is the consequence? It is this: that, unless No. 14 was for Kemp himself, he got no individual share at all. I stated this at the outset of my address, and I repeat it now: Every other tribesman, in addition to his residential rights on the reserve subdivision—No. 11—got his own 105 acres, or 13 acres, or what not—his own piece of land to do what he liked with; Kemp alone, the chief, who conducted the partition in person, got nothing for himself—if we suppose he received No. 14 as a trustee.

I have now elaborated this point which I foreshadowed at the outset of my address. The next point I will come to is the following, which I also mentioned at the beginning: Those who suggest that No. 14 was not intended by the tribe in 1886 for Kemp himself will be compelled to attempt to discredit the evidence of Judge Wilson, who will state here, as he stated in the Supreme Court in 1894, and before the Horowhenua Commission in 1896, that when he allotted No. 14 to Kemp it was expressly declared in Court that No. 14 was, with the full knowledge and acquiescence of the tribe, allotted to Kemp for his own. It will be for the Court to say what more authoritative witness than Judge Wilson could testify in Kemp's favour.

In 1894 Kemp, in the interest of the tribe, brought an action against Warena Hunia in the Supreme Court in respect of Subdivision 11, which, as I have said, was put in their joint names as a tribal reserve. Warena Hunia claimed that they were absolute owners; but the Supreme Court, at Kemp's instance, declared that they were trustees, and the judgment of the Supreme Court was expressly based on Judge Wilson's evidence as to what was said in Court in 1886—evidence which, in the words of the Chief Justice, was such as the Court could rely on. In the course of his evidence Judge Wilson, referring to his recollection as to what was stated in Court in 1886, in regard to Subdivision 14, said that that subdivision was for Kemp himself. Again, before the Horowhenua Commission, Judge Wilson's evidence was emphatic in favour of Kemp. The Chairman of the Commission, realising the importance of Judge Wilson's evidence, cautioned him in serious terms to charge his memory as thoroughly as he was able, as Kemp's title might depend on what he said. On that occasion, again, Judge Wilson declared positively that when he allotted No. 14 to Kemp it was stated in Court that this subdivision was intended for Kemp himself, and that the tribe perfectly understood and acquiesced in this. If this statement was made, and no objection offered—and the minute-book shows there was none—the present case is at an end. And let me make one point quite clear. It was treated as common ground before the Commission that the application for each subdivision was prefaced by a declaration in Court of the purpose for which it was allotted. If the recipient was to be absolute owner, that was stated in Court; if, on the other hand, he was to be trustee for some tribal purpose, that purpose was announced, although the word "trustee" was not always used. The question, then, is, What was stated in regard to No. 14? And on this point, again, Judge Wilson's evidence was uncontradicted both in the Supreme Court and before the Royal Commission; indeed, not one single witness was called adversely to Kemp to speak on this point. I am curious to know how the counter-claimants will get over this difficulty now. I will just read two minutes from the Court-book of 1886, showing how fully the intention of the tribe was explained in Court. In the first place, let me take No. 6, which was a trust subdivision. (See page 191.) Two sentences are sufficient: "Application by Major Kemp for subdivision for 4,620 acres, to be awarded to himself, to be given by him to persons outside" (not on the certificate). "We have agreed to this arrangement" (the persons omitted from the original certificate). Although the word "trustee" is not used, the intention is manifest that Kemp is to take Subdivision 6 in trust to convey it to certain tribesmen whose names had been by mistake omitted from the certificate of 1873.

No. 9 is another subdivision. The minute (page 188) says, "The second was 1,200 acres, ordered in the name of Te Keepa te Ranghiwinui, for the purpose of fulfilling an agreement with the Government." The phrase "for the purpose of fulfilling an agreement with the Government" clearly shows that Kemp is to take the land as a trustee. I may as well explain what the reference is. I have already told the Court that, besides the sittings in December (from the minutes of which I am now quoting), there had been an abortive sitting, opening on the 25th November. At the