his determination? and if he determined it, he was entitled to proceed in the Court on the first method of procedure administratively, and not make a specific inquiry into the block. In Hapuku *v.* Smith there was a great deal of evidence of what was done in the way of a voluntary arrangement. There was nothing signed and nothing filed, and, though it contains the element that two of the chiefs were called, out of the number interested, and said the suggested arrangement was fair, I submit it goes the full length, because the Judge was the person to be satisfied whether or not the voluntary arrangement existed. He might have satisfied himself by telegraphing to Parihaka, or in every other way, but he was the person to be satisfied. The Court said he was satisfied. Now comes what he did with regard to Block 14. Whatever may have happened with regard to the other sections, there came a point on the 3rd December when there remained an allotment which it was his duty to determine. He could not leave the thing in that condition—something had to be done with it. Every Native had notice to be there, and in the course of the proceedings the question comes as to who is to be entitled to this Block 14, and Kemp applies for it. They rely upon the minute of the 3rd December.

The Chief Justice: That is quite apart from what occurred on the 2nd?

Mr. Bell: Yes; that had to be dealt with.

Mr. Baldwin: It is not admitted that Kemp himself personally made the application. That is in dispute. The application was made by somebody on his behalf.

Mr. Bell: However, the Court on the 3rd December proceeded to deal with the matter within its jurisdiction, and in respect of which every person had notice, and the Court came then to the conclusion that it was acting in pursuance of a voluntary arrangement in awarding this section to Kemp. Who is going to dispute the position of Judge Wilson on that point? It is suggested that because persons were absent from the Court therefore the Court could be prevented from dealing with this question. Again I say the Judge may have satisfied himself about who ought to be the successors, or who were lunatics, infants, or anything of the kind. Would the Court, in Hapuku *v.* Smith, have said there was no power to allot this land because there were some of these people who were lunatics and infants and were absent? I submit this Court cannot say the Judge was wrong in finding so, even though there may have been people not present in the Court. If the fact was one for himself, and he found it and acted upon it—that this second voluntary arrangement existed—every person dead and alive received notice to be there. Every person was bound to be there. Then the Court asks, "Is everybody agreed?"—assume that that was done—"Is everybody agreed? I ascertain the question, whether you are agreed, first of all." He says he hesitated, in order that the persons concerned in the apportionment of the Horowhenua Block should have an opportunity of considering whether Kemp's request in respect of Section 14 should be complied with. He explains that he did it for the purpose of asking the tribe, and then he does something with it. We submit the question whether the voluntary arrangement has or has not been sufficiently assented to is a question for the Judge of the Court to act upon, and if he is satisfied, then the voluntary arrangement is found to exist. And I submit that the precise words of Mr. Justice Richmond in the case cited apply. With regard to the second part of the question, the words "Was it not imperative that the requirements of that section should have been fully complied with?" means, Was it not imperative that the Court should have recorded it in its minutes? That is answered in Hapuku *v.* Smith. It is the second part of question 1. The emphasis is on "every one" in the sentence, and I submit that is answered by Hapuku *v.* Smith. You can have a voluntary arrangement if the Judge is satisfied that a voluntary arrangement had been arrived at. It is for him to say. Then, the second part of the question is, "Was it not imperative that the requirements of that section should have been complied with prior to giving effect to any such arrangement?" and we contend that means, Was it not imperative that the Court should first record the existence of a voluntary arrangement in its minutes? which they did not do. That, it is submitted, is answered precisely in Hapuku *v.* Smith. It does not say it was: it says, "it may." With regard to the second question, this is a very specious question. The words "no such consent," in the second line, mean "no such consent of the whole." The words "merely administratively," in the fourth line, are misleading and incorrect as applied to Block 14. The Court itself invites the answer that this account which Judge Wilson gives of what took place with regard to Block, means that he acted merely administratively. It all requires qualification and careful consideration before the answer is given. What I am asking the Court to do is to give its answer *secundum subjectam materiam.* With regard to the third part of this question, that is the exact converse of the question that ought to be put, and the Court will see that the answer is so given as to show that what is really required by the Judges is the converse. The answer we suggest with regard to the last part of the question, beginning with the words "considering the position he held formerly as trustee for the whole of the estate under the title of 1873," is this: "His original position as certificated owner is immaterial. The only point for decision is whether there was intention by the Court of 1886 to constitute him a trustee." Now I come to questions 3 and 4, and ask the Court to take them together. It is suggested here, using the words of his Honour the Chief Justice in Warena Hunia against Kemp, that these allotments on partition are equivalent to conveyances. The Court, looking at them from that point of view, say, if this was done, and the Judge only acted administratively, he could have issued no order for Block 14 apparently, inasmuch as they found that the whole of the Native owners were not there; and, secondly, because Kemp is himself the person to convey to himself. But we submit again it was for the Judge to say that there was a sufficient voluntary arrangement, and that if he found it he might proceed administratively upon that. On question 4*a* they suggest this: that the Court, having dealt with this block on the 25th of November, was *functus officio.* That, we submit, is conclusively dealt with, for the Court can amend its judgment. The Ngatiraukawa objected to the allotment the Court made for them, and every one agrees that they shall have it somewhere else, and later on the Court makes an order giving another piece of