

may hereafter advance to me or pay for me under my direction or on my account, together with interest thereon at the rate of six pounds (£6) per centum per annum on the said sum of six thousand eight hundred and ten pounds (£6,810) from the date hereof, and on any such other sums from the date the same shall respectively be advanced or paid until payment thereof; thirdly, to pay all other debts due and owing by me at the time of my decease; and, lastly, to stand possessed of the residue of the said moneys for her own absolute use and benefit. And I appoint my said daughter sole executrix of this my will. In witness whereof I, the said Meiha Keepa te Rangihiwini, have hereunto subscribed my name to this my will, this fifteenth day of February, one thousand eight hundred and ninety-eight. Signed and acknowledged by the said Meiha Keepa te Rangihiwini, the testator, as and for his last will and testament, after the contents had been interpreted and explained to him by a duly licensed interpreter, when he appeared clearly to understand the purport and meaning of the same, in the presence of us, both being present at the same time, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.—(Signed) MEIHA KEEPA RANGIHIWINUI. (Signed) J. H. Keesing, Justice of the Peace in the Colony of New Zealand, Wanganui; (signed) Alf. Gray, cabinetmaker, Wanganui; (signed) Thos. McDonnell, licensed interpreter, Wanganui."

3. Are there any codicils?—No.

4. Has that will been proved?—No.

5. Is that the only will you have?—It is the only will that has been lodged in the Native Land Court.

6. Have you any other papers?—I have the application made in connection with this will.

7. An application by whom?—An application for probate by Wiki Keepa, and dated 28th June, 1898—a declaration as to the death of Major Kemp.

8. And the value of the estate?—That will be supplied to the Court at the hearing. There were two caveats lodged for what they were worth.

9. The first by whom?—George Hutchison, solicitor for Natives. Shall I read it?

10. Yes?—"To the Registrar, Native Land Court, Wellington.—On behalf of Werera Kingi, Ripeka Tauri, Weta Puna, and Wiki Karoro I beg to enter an objection to succession being granted to any person under the will of the late Te Keepa Rangihiwini (Major Kemp) in respect of the following lands, which are claimed by the above mentioned, acting for themselves and on behalf of others: 1. Paraniamata No. 2, 15 acres 3 roods 27 perches, part of Putiki Native Reserve. 2. Kohipo, acres roods perches, part of same reserve. 3. Matawerohia, 43 acres 3 roods 29 perches, part of same reserve. 4. Waitahanui No. 4, 13 acres 2 roods 15 perches, part of same reserve. Dated at Wellington, this 13th day of July, 1898.—G. HUTCHISON, solicitor for the above-named objectors."

11. And the second?—The second is lodged by a Native—Rora Korako. It is in Maori. The translation is: "In the Native Land Court of New Zealand, Wellington District.—In the matter of an application by Wikitoria Keepa for probate of the will of Meiha Keepa te Rangihiwini, deceased.—I, Rora Korako, of Whanganui, sister of Meiha Keepa te Rangihiwini, do hereby make objection to the application of Wikitoria Keepa to the Court to grant probate of the said will of Meiha Keepa: 1. This is not the last will of Meiha Keepa te Rangihiwini. 2. If it is found that Meiha Keepa has executed the said will, it is not by him, but by a European—by Sir Walter Buller. Dated this 5th day of August, 1898.—(Signed) RORA KORAKO. Witness—Wiremu Mawhete." Those are the only papers.

12. *Mr. Gray.*] Is there anything on the will itself to show who prepared it?—The will is indorsed on the back by Messrs. Buller and Anderson, solicitors, Wellington.

13. When did Kemp die?—There is a declaration here by Wiki Kemp to the effect that Major Kemp died at Wanganui on or about the 15th day of April, 1898.

14. *Hon. W. Hall-Jones.*] That is all the information on the papers you produce in connection with Major Kemp?—These are the whole of the papers in connection with the application for probate.

15. Do you know anything about an account rendered by Sir Walter Buller to Major Kemp of which that is said to be a copy [document handed to witness]?—There is no copy or original of it that has been lodged in the Native Land Court.

WALTER LAWRY BULLER examined.

16. *Mr. Symes.*] I understood, Sir Walter, that you had the title for the 11 acres?—That is so. When we applied for a *mandamus* I got the title. The Judge ordered the certificate of title to issue for my freehold, but not for the leasehold. A judgment in the Native Land Court was given in Major Kemp's favour. The Supreme Court ordered that when that judgment was made final my dealings should be registered on the certificate of title then ordered to issue.

17. That referred to 400 acres of leasehold?—More than that—some 1,196 acres. That was the portion that I was first in possession of, and then a portion fell into my hands later on. Part of the block was under timber-lease to Peter Bartholomew. That is covered now by my lease.

18. It is held under different titles?—The same title, but there are different pieces. The portion on the western side of the railway-line I have been in possession of since 1892. The portion on the eastern side of the railway-line was subject to a six-years' timber-license in favour of Peter Bartholomew. I took a lease of that at a peppercorn rent until the expiration of the timber-license. I am in possession of the whole block now.

19. With regard to this 400 acres at a peppercorn rent: Was it £6 for improvements or £6 an acre that you had effected upon the 400 acres that you had leased for fifteen years?—That would be on the western side. My improvements are all on the western side of the railway.