

which the award was based at Woodville?—At the Court. No. At the Court you agreed to the arrangement, but in Wellington you came to me and said you were afraid the effect of this agreement would be that Nireaha's mana would, as the result of the award under the agreement, be placed higher than your own, and I explained to you that that was not so—that there was no inquiry in the Court, that everything was done by arrangement, that the *takes* were not fought out, and I advised you to leave well alone.

22. Did you not tell me not to oppose Hare Rakena's appeal?—No; I advised that the appeal was out of time, and it was too late. You then instructed me to write to the Chief Judge, protesting against Hare Rakena's appeal, and I wrote accordingly.

23. Was it not you who instructed me to write to the Chief Judge?—I believe I said you could write if you liked; but I was instructed to write, and did write.

24. Did you not in the first place tell me to give you a written statement, so that you could see what it contained?—It was suggested by one or the other that you should send a letter in, and that I should see it, so that it might not prejudice your position; but I never saw it.

25. Are you absolutely certain that I am the person who instructed you in regard to this case?—I have already said that the person who originally instructed me was Mr. Moffatt, and that when I got to Woodville I saw you and took no step without your consent. I consulted you day after day, and sometimes more than once in a day, and the agreement was acquiesced in by you without the least indication of dissent.

26. Then, you say that what you did was for the benefit of myself and my relatives, and our case generally?—Yes, that is so. I was acting for the three—Rewanui, Mrs. Moffatt, and the mother.

27. You know that Hanita te Aweawe was one of three children of the one mother?—I believe that is so.

28. How was it that you did not arrange for a refund to Hanita of the £200 and odd pounds that he had originally contributed towards this case?—I believe you will find in the allocation that there is so-much for costs in respect of Hanita's share, which was divided among his successors. Is he not dead?

29. You know whether he is dead or not?—I am not a registrar of births, deaths, and marriages in Native matters. You will find in the award—I think it is in the first schedule—his allocation for costs; it is included under Erini's name or your own. [Items read.]

30. How much did Hanita get?—I can only say that the full accounts were put before you, and that an arrangement was made with Mr. Moffatt as to the allocation.

31. What I mean is this: You have stated that you are satisfied that what you did was the best for the interests of the parties, and that you could not do better?—That is so.

32. Why did you not arrange for a refund to Hanita?—Hanita was dead, and the money had to go to his successors. Mr. Moffatt has all my papers, and there may be a memo. on one of them that will show it.

33. What I want to get from you is this: the exact amount of money agreed to be given as a refund of the money Hanita was out of pocket?

*The Chairman:* I want Rewanui to confine herself strictly to the agreement.

34. *Rewanui Apatari:* I am asking questions referring directly to the agreement?—I have no papers at all with me. I left them with Mr. Moffatt, at Woodville, because there was some talk of an appeal. There was a careful adjustment of the moneys, and the agreement shows that in respect of costs paid Erini gets so much, and you get so much. I have no data with me, and I cannot carry my memory back as to the details.

35. I simply wish to draw your attention, and that of the members of this Committee, to the fact that I have given you every opportunity, by closely questioning you, to answer by questions. The Committee will see that you are unable to reply as to the amount of money that has been apportioned?—I cannot say now how the amounts were made up, but I know it took us hour after hour to make up a fair adjustment amongst the Natives.

36. *The Chairman:* An adjustment to which she agreed?—Yes. The whole thing was settled in Court, and there was not a syllable of dissent.

37. *Rewanui Apatari:* That is the very reason why I appealed. I wanted to find out the position of these people with regard to Mr. Baldwin and Mr. Thompson, because these were the lawyers who had conducted this case. Do you know anything about Maori custom?—No. I will answer that at once.

38. Then, I want to know why you agreed to the inclusion of those persons whom you were satisfied it was advisable to include. , who was dead long before, in 1874, and I want to know what right you recognised that these people had to this land?

*The Chairman:* The whole point is this: Mr. Morison says there was an agreement to which the petitioner gave her assent, and that agreement was carried out. It is for her to prove that she did not consent to the agreement.

39. *Rewanui Apatari:* I did not agree. I did not accept the arrangement made by him with regard to that agreement. I applied for a Court of inquiry to inquire into the rights of these persons, to find out who were and who were not entitled to the land, before I would agree to an arrangement like this. I am in the position that some of the persons who are in the Crown grant are, who are not entitled to the land?—You were present in Court, and the agreement was signed by the agents on behalf of the Natives in the presence of the Judge. The whole thing was done with the utmost care.

40. They signed, but I did not tell them to sign?—After the whole thing was concluded the question of appointing trustees for infant beneficiaries arose, and, if I remember aright, you assisted in the appointment of some of these trustees.