

41. Can you tell me what was the groundwork of your case against Hare Rakena?

*The Chairman:* Mr. Morison has stated that the agents of the different parties came to an agreement on behalf of the several parties, and this was read out in the Court in the presence of all the parties concerned. They were asked if any one objected to the agreement, and no one appears to have done so. What have you to say to that, Rewanui?

*Rewanui Apatari:* That is correct, but when I saw the judgment I saw that we were injured. Then I appealed for an inquiry into all these injuries that had been done, because the law provides that if any person is injured through the award of any Court that person has a right to appeal, and have all his grievances inquired into. When I go to the Appellate Court I am thrown out. Why? Because I did not stand up on the first occasion.

*The Chairman:* Was the injury inflicted through this agreement?

*Rewanui Apatari:* Yes.

*The Chairman:* And yet you consented to the agreement in the Court.

*Rewanui Apatari:* I did not.

*The Chairman:* But you did not object to the agreement in the Court?

*Rewanui Apatari:* That is correct. I did not object, because I did not quite understand it when it was read out; but as soon as I did thoroughly understand it, I immediately appealed for an inquiry to be held into all my grievances.

42. *Rewanui Apatari* (to Mr. Morison): Who instructed you to draw up the agreement as between the parties?—From the very first discussion I had with Mr. Moffatt, who was the mouth-piece of his mother and aunt and grandmother, we saw that you would come out of this very much better by this arrangement. There were difficulties in your way that I explained to Mr. Moffatt when he consulted with me in Wellington, and my first advice to him was that if possible he should come to a settlement rather than go in for some weeks of fighting, and I believe you have got far more by that arrangement than you could ever have got by fighting.

43. Did you not run towards me at Woodville to make me sit on the ground because I did object in the Court?—No. I went over to you and spoke to you quietly, because you were inclined to get excited about Hare Rakena's claim, and I suggested that you should sit down and leave Hare Rakena's claim to me. But you did not stop when I suggested that you should, but went on.

44. Do you not remember the Judge saying in Court that the question of ancestral rights to the land had gone as far back as 1871?—That was common ground. That was the basis of our settlement.

*The Chairman* (to Rewanui): You must confine yourself to this claim.

*Rewanui Apatari:* I think I have asked every question I can to show that I objected to the agreement Mr. Morison drew up, and the Chairman and Committee must see clearly that my party derived no benefit from Mr. Morison's arrangement. Mr. Morison says he cannot show anything in his papers as to how the amounts are apportioned.

45. *Mr. Wi Pere* (to Mr. Morison).] Do you know that the proceedings were to ascertain at the time who were the persons and what the proportions of this money were to be, and that those persons must be the persons entitled to the land from which the money was derived?—That is so.

46. But this agreement prevented that?—No, pardon me; that is not so.

47. Did not the agreement shut out the inquiry into the rights of the individual owners?—There was no inquiry, for this reason: it was admitted that this land was part of the Kaihinu Block No. 2. We had the Crown-granted owners of this block. We started upon that as the basis. The relative interests of these Crown grantees had not been ascertained, although their names had been. Where a brother had been included and a full brother or sister excluded we felt that the Court would add to that list of Crown grantees, and so we added one or two names which we all agreed and felt we could not keep out.

48. Were the persons left out, and you agreed to admit dozens of the dead grantees?—They were in some cases full brothers and sisters of the dead grantees. For instance, Ihaia Whakamairu was inserted in the list in the minute-book, and his full sister was left out, and if he had a right she also had a right. Then the successors of the dead grantees were put in, and, having got the list of names settled by consent of all the parties, then we agreed as to the relative interests of each, every person consulting his client as to what he should agree to, and the relative interests were fixed by agreement.

49. Was there no search for any other rightful owners beyond these?—We did not search beyond those who claimed before the Court. A number of people came for the purpose, and those who claimed and substantiated their claim we agreed to. We did not go and search the country for claimants.

50. Then, the only claim that was disallowed was that of Hare Rakena's?—That is so, and disallowed on the ground that the succession to this land would pass to his half-brothers and half-sisters.

51. Did the descendants of other claimants put in?—Yes; but I have explained that he stood in a different position on account of the old arrangement with his family as to succession.

52. *The Chairman.*] You say that Hare Rakena was not in this agreement?—That is so.

53. Did he make any money claim because his name was not in the agreement?—My recollection is this: that he was willing to be bought off for £50 at one stage of the proceedings, but I did not see any way to advise that. I left it to my clients themselves, and no settlement was come to.

54. Were you the only one who objected?—No. His claim was objected to all round, but Rewanui was the one who particularly instructed me as to the ground of objection. He was cross-examined before the Judge as to his right to this land, and, as a result, the Judge and the assessors unanimously rejected his claim.