

1883. And you had that document in your possession from June, 1875, without thinking it advisable to take action?—I do not think I had; and if I did not think it advisable that was my own business. I was not bound to consult your convenience in the matter.

1884. You were bound to give a good title?—I did that.

1885. You were aware that the deed conveyed all the right, title, and interest of the grantees and the appurtenances belonging to the land?—Yes.

1886. And was not this about the reserve and appurtenance?—The thing was as different as possible. Mr. Watt and Mr. Sutton stand altogether on different platforms. Mr. Sutton professes to acquire the interest of Paora Nonoi in the block. One of the defects in the title was Paora Nonoi's. We undertook to give Mr. Watt a good title. It left the case of the Natives for the unfulfilled promise absolutely untouched.

1887. How could you convey all the right, title, estate, and interest of the grantees and then sue upon it?—I did not sue upon it. I sued upon your written promise.

1888. You sued for the 350 acres?—It was upon your written promise.

1889. And in that action, Mr. Sheehan, which you admitted was under your advice, it is admitted that Paora signed the deed, and the only question raised there is about the 350 acres?—I cannot say. I do not know what the demands were. I do not remember the pleadings. I think Mr. Rees on that occasion drew sixty-five declarations, but I cannot for the life of me remember what was in that declaration. I do not know even now what became of that, except what transpired in the Committee.

1890. *Sir G. Grey.*] You say when the final conveyance took place to Messrs. Watt and Farmer that there was a reserve of 400 acres made?—The reserve was about that. I cannot pledge myself to an acre or two. The reserves in the Kakiraawa—the eastern block—were confirmed. In the Awa-o-te-Atua Block they were increased, getting about 300 acres instead of 25.

1891. Was the reserve in the Awa-o-te-Atua Block for all the grantees or for Paora Nonoi?—For all the grantees. All the reserves in both blocks are on the same footing.

1892. For all the grantees?—For all the grantees, according to the extent of their interest.

1893. Will you just look at this written promise given by Mr. Sutton? [Document handed to Mr. Sheehan.] Would you imagine that was given after Paora Nonoi's signature was obtained, or before, from the wording?—Well, it is a very difficult thing to say. I imagine that they were contemporaneous.

1894. Would it have been usual to a document of that nature signed in the presence of witnesses?—It ought to have been by deed or agreement, stamped and attested in the ordinary way. In fact, it ought to have formed part of the original conveyance.

1895. If Paora Nonoi had a solicitor of his own, presuming that he had signed the deed, would the solicitor be satisfied with that document?—Certainly not.

1896. Would it have been right that he should have some professional adviser?—I think the mistake in many of those transactions in Hawke's Bay was owing to the absence of legal or independent advice. I think this document has been held to be bad in law.

1897. It has not been shown that this document was interpreted to the Native, and might not the fact of this document having been placed in the hands of the Natives create an impression in their minds that Paora Nonoi had signed the deed of conveyance when he had not done so?—The document asserts that as a fact. It says, "In consideration of Paora Nonoi having executed the deed of conveyance."

1898. Then, does it seem that there was a necessity that it should be interpreted to them?—Not merely a necessity, but as a matter of law it ought to have been interpreted to them.

1899. *Mr. Sutton.*] I should like to ask Mr. Sheehan one question arising out of these questions. Does he think the Natives in Hawke's Bay are anything the richer for having obtained legal advice during the last two years?—That is a matter of argument, and if discussed would not throw light on this petition.

1900. *Mr. Ormond.*] Do you know if Mr. Watt knew of this paper-writing of Mr. Sutton's prior to the deed of confirmation?—I really cannot say whether he did or not. I submitted a synopsis of the title to him on two or three different occasions. I might add to what I have said about this document that when it first came to me I was disposed myself to think that it was useless to proceed in law with it, it being unstamped and otherwise open to objection. I would like Mr. Sutton to say when he got information of this document being in Napier.

*Mr. Sutton:* Somewhere about 1875. When I was in the witness-box giving evidence in the Oamaru case Mr. Travers, who was cross-examining me, had that document. It was on the table under my very nose. Mr. Travers was going to cross-examine upon it, but for some reason he did not. He laid the document on the blotting-paper.

*Mr. Sheehan:* In what condition was it then?

*Mr. Sutton:* In the same condition as it is now.

*Mr. Sheehan:* Did you read it?

*Mr. Sutton:* Yes.

*Mr. Sheehan:* By looking over Mr. Travers's shoulder.

*Mr. Sutton:* No. He laid it down in front for me to read it, I suppose.

*Mr. Sheehan:* You were in the witness-box.

*Mr. Sutton:* Yes.

1901. *Colonel Trimble.*] It seems one of the allegations contained in the petition is that Rora Nonoi and Davie are peculiarly unable to prosecute the suit. Just now the question was asked as to the amount that Rora was paid out of the £17,500?—Yes.

1902. Do I understand you to say that she has already got £300?—What I said was that at the time I left Napier she had got it.

1903. Do you know whether there is anything due to her still out of the £500?—I should think not.