then suggested that he, Renata, and I should take the money and divide the shares of Ihakara and the Patea people. After this Renata renewed his quarrel with me, and matters have remained in this state ever since. The Land Court being about to make division of the land in question, in October, last year, Dr. Buller obtained the money from the Public Trustee. I then took steps in the Supreme Court, in conjunction with Ane Kanara and others, against Renata Kawepo, Dr. Buller, and Major Mair, to have Dr. Buller ordered to pay over our shares of the rents, also to have Renata ordered to admit our claim. I had previously asked the Native Lands Court to delay division until Renata admitted our claims. The Court declined to do this. The Supreme Court refused, on the grounds that a memorial of ownership must be conclusive of the ownership of the land described therein, and the reference could not be made to the Native Lands Court to ascertain whether other persons were owners according to Native custom.

The above statement of Airini Tonore was made before me in the presence of Ane Kanara and Arapera, who both testified to the statement.—GEORGE T. PREECE, Resident Magistrate, Resident Magistrate's Office, Napier, 9th July, 1886.

FRIDAY, 16TH JULY, 1886.

Mr. FENTON re-examined.

Mr. Fenton: I want to ask you, sir, with reference to the evidence given by me the day before yesterday. I want to have all the part referring to the service of the notices struck out, because the answers were given by me to the questions asked by Sir Robert Stout entirely under a misapprehension. That honourable member asked me to read the last part of clause 35, and then refer to another clause. I did read it, and then there was a long examination about the service of the notice. Now, I was very much puzzled with it, because, as Mr. Bryce observed, the whole difficulty was about the word "service," as applied to the Court, and I did not remember that the word ever occurred to me before. I found, on getting home and reading the whole of the clause, that it does not refer to the Court at all. The part of the clause that I read at Sir Robert Stout's request was this:—"shall satisfy the Court, at the sitting thereof before the hearing of the claim, that such notices have been duly served upon such persons or parties," and so on; and in all my answers I was under the idea that that referred to the Court. On reading the whole clause I found that it does not refer to the Court at all.

1200. *Hon. Sir R. Stout.*] Who does it refer to, then?—To the applicants. "A copy of such application shall be sent at the same time by the applicant to the different tribes, hapus," and so on, named in the application, or believed to be interested in any portion of the land comprised in the block. It was the duty of the applicants to serve those notices—not the Court.

1201. Well, I do not care who had the duty of serving it as long as it was served?—I think you were quite wrong, because all my answers were given under a misapprehension.

Hon. Sir R. Stout: I do not think it touches it.

1202. *Mr. Stewart.*] Of course, this means that the claimants are to serve the notices; but the question is whether the Court should not be satisfied that they were served?—I am not alluding to the question of service. I am explaining that my answers were given under a misapprehension. I did not read the first part of the clause: Sir R. Stout did not ask me to. I was explaining the best way I could; and the truth is the duty was not our duty at all.

1203. I think it is quite obvious that the Act refers to the service by the applicants; but the question is whether the Court should not be satisfied as to the service?—That is so, no doubt. I am merely speaking as to my evidence on Wednesday.

1204. *Hon. Sir R. Stout.*] If you will look at section 36, and sections 40 and 41, you will still see that it was the duty of the Court to have served the people living on the land and the hapus interested?—Not to serve.

1205. To serve as well?—No: the Court has simply to "forward." "Copies of all notices of claims, as soon as may be after the receipt of the application, and notices of all sittings of the Court for the investigation of titles, with a schedule of the cases to be investigated, shall be forwarded to each of the District Officers, Commissioners of Crown Lands, Inspectors of Surveys, and Native Reserves Commissioners in whose district the land or any portion thereof respectively is situate, also to the claimant and counter-claimant, or objector (if any), and to such other persons for distribution as the Chief Judge shall think fit, and shall be inserted in the *Kahiti* in the Maori language, and in the *Gazette* of the province in which the land affected is situate in the Maori and English languages."

1206. Well, the whole point is this: If you will read sections 35, 36, 40, and 41 altogether, you will see it was the duty of the Judge who presided at the Court to be satisfied that the hapus interested had the opportunity of being present—that is, that the notices had been served on them, both on the Natives to the claim—Renata Kawepo and the others—and the others also, of the sitting of the Court. That is abundantly plain from the Act. Now, as Renata himself admitted the right of Retimana and Ihakara te Raro to be in the title, it was the duty of the Court to be satisfied that these people, being a hapu interested, had received both notices mentioned in the Act. I do not see how you can make anything else of it?—I am not at all referring to that question. I am referring simply to this: that my evidence is entirely confined to the latter part of clause 35, which I read at your request. I did not read the first part, and I was entirely answering under the impression that it was the duty of the Court to serve the notices.

1207. *The Chairman.*] Your explanation now will be sufficient to the mind of the Committee that you answered the questions under the apprehension that it was the duty of the Court, and you find that it was the duty of the applicants to serve the notices?—I answer now that, as it is impossible to correct it properly, I would prefer to have it struck out.