function of the Native Land Court in such cases. It was not a function of the Native Land Court to constitute itself a censor of voluntary arrangements. It had nothing to do but confirm them. Clause 56, Act of 1886, was my authority for confirming the voluntary arrangement. I satisfied myself that there was a voluntary arrangement in respect to No. 11, and gave effect to it precisely in the manner that the Natives wished. I do not know of any better arrangement they could have made that would have effected their purpose so well if the men to whom the trust was given were staunch and honest. The method of ascertaining that there was a voluntary arrangement was to challenge objectors. We may have appointed successors after making orders on partition of the Horowhenua Block. If we did, some of the owners must have been dead.

Cross-examined by Mr J. Stevens.

Judge Wilson: The division of Horowhenua was made under the Acts of 1880 and 1882. I cannot remember the exact date the Act of 1886 came into force. We were sitting under the Act of 1880 as well as the Act of 1882. The application was made under the Division Act of 1882, and the applicants were entitled to have it heard under that Act as a matter pending. The Acts of 1880 and 1882 were inseparable. The applicants elected to proceed under the old Acts. It would be a voluntary arrangement if the people gave Kemp any part of the block for himself. The award of No. 14 to Kemp was part of the voluntary arrangement. It came under section 56. Nos. 1 to 14 all came under the arrangement. It was not necessary in the Native Land Court to obtain the direct assent of each and every owner to a voluntary arrangement. The Native Land Court is a Court of equity and Native custom as well. I say emphatically it was not only necessary or even right that every one assuming a right should be expected to give a direct assent. That would stop all our proceedings. If ten of the Horowhenua owners had been out of the colony it would not prevent a voluntary arrangement. The *panui* was issued giving notice of the sitting of the Court, and it was the duty of all to attend. The Court did not consider it necessary to hunt up owners. Even in *papatupu* cases the Court does not go outside its *panui*. It is sufficient notice to all parties. Sir Donald McLean endeavoured about 1873 to have a more extensive notice given. He tried to compel the claimants to warn in writing all possible counter-claimants. He tried to work this publicity through the Registrars of the Native Land Court by instructing them to send out thousands of *panuis*. A return was made of the *panuis* sent out, and it was shown to me by the Minister. The result was that the attempts for enlarged publicity were abandoned as unworkable. We acted under section 56 of "The Native Land Court Act, 1880," in making the subdivision of the Horowhenua Block; also under the provisions generally of "The Native Land Division Act, 1882." I consider I have given specific authority for making the partition. There was no gift to Kemp. A partition is necessarily a compromise, otherwise no partition could be made as each of the owners might claim a right in each division. I will cite a precedent. In some cases Natives pass from one part of the block to another leaving their cultivations. On rehearing the original decisions have been confirmed, and there has been no gift about it. This happened in one of the Opuatia Blocks. This is *à propos* to your saying that No. 14 was a gift to Kemp. It was not a gift. It fell to his share. I think the Opuatia was a contested case. I am not sure that it was contested in Judge Mair's Court. It was in the Appellate Court. I have known rehearings applied for where there was no opposition. No. 10 was put in Kemp's name for a certain purpose—to pay debts to Sievewright and Stout. One of their names was mentioned in Court. I forget which. It was not a gift to Kemp personally. I understood at the time it was to pay debts incurred in connection with Horowhenua Block, and I thought the area was too large. That is why I said, when Kemp applied for the 1,200 acres, I received a shock. Subsequently I heard that the debt was incurred over other lands. Kemp said it would take the whole 800 acres to pay the debt. While we were still sitting in Palmerston I ascertained that the 800 acres was to pay Sievewright's bill. I thought then it was for Horowhenua. I suppose it was either on Kemp's or McDonald's representation that I thought Sievewright's bill referred to the 52,000 acres of Horowhenua. When Kemp applied for the 1,200 acres I received a shock, because I thought he was to have the lion's share of the 800 acres. The 1,200 acres was different; it was for him personally. The 800 acres was to pay legal expenses. I understood that the legal expenses were incurred by Kemp on behalf of his hapus. I do not know which hapus exactly. I am not now aware that the 800 acres were given to Kemp without any condition to enable him to pay a private debt. Your suggestion that it was is the first I have heard of it. I cannot say that I was deceived in Court, or that it was specifically stated in Court that the debt was incurred in connection with Horowhenua, but that was my impression. It was to indemnify Kemp. Mr. McDonald appeared for Kemp before me in 1886. His first application, on the 25th November, 1886, was for a piece of land for the Wellington and Manawatu Railway, to be in Kemp's name. He said he would apply for 1,200 acres to be put in Kemp's name, for the purpose of enabling him to fulfil an agreement between Kemp and McLean, which he said would be produced, but which never was produced. The 4,000 acres was first to be called No. 3, afterwards made No. 2, owing to us not being able to produce the agreement. The 4,000 acres is No. 2. No. 3 was what was afterwards No. 9. It was attempted to place No. 3 where No. 14 now is, but it was taken out of our hands, and afterwards brought back as No. 9.

To Court: Section now numbered 14 was never No. 3 to my knowledge. I have looked at the alleged 3 on the plan, but can make nothing of it. In any case I am not the author of it, directly or indirectly. It would not be the first of our figures that have been altered by an official of the Court without authority in this case.

To Mr. Stevens: The alteration from 3 to 14 was not a consequential alteration. No. 14 was before my Court to be made No. 3, but it was not made so; an objection was made and it was taken out of our Court; then came back as No. 3, where No. 9 is now. No. 14 was spoken of to