

49. It is simply to pay you this £6,810?—Simply to acknowledge the debt as owing at that time. The particulars were set out in the account.

50. And if the will is proved you would be entitled legally to insist upon payment, and the trustees would have to pay you this £6,810?—That is simply a question of law. I simply claim that amount as a creditor.

51. And if the will is proved you will be entitled to the £6,810?—I do claim it, but I do not know what the result will be.

52. That will come out of Major Kemp's estate?—The estate is liable.

53. That is altogether apart from the question of the mortgage?—It is not at all apart from that: they run concurrently. The mortgage might not have been worth sixpence to me. My position was a very perilous one, as the Land Transfer title had been destroyed, and I explained to Major Kemp that I could not go on advancing any more money to him without some protection.

54. Who were Major Kemp's solicitors at the time the will was prepared?—Messrs. Buller and Anderson had been retained by him as his solicitors.

55. That is, your son?—My son and his partner, but my son had nothing to do with the will.

56. And you are a beneficiary under the will for this £6,810?—I am.

57. Had Major Kemp any independent advice?—The only other advice he had was from Colonel McDonnell. McDonnell is a Native interpreter.

58. Were you present when the will was signed?—Yes; but I withdrew for a time when McDonnell was present.

59. Who drew up the will?—Messrs. Buller and Anderson.

60. Who gave the instructions?—Major Kemp gave the instructions through myself.

61. Were they in writing?—They were not in writing.

62. You say you received instructions from Major Kemp: who communicated them to the solicitors?—I did. I had previously, in 1894, prepared a will for Major Kemp, and my instructions to Mr. Anderson were to adhere to that will, and not to evade it in any way except as to charging the estate with the debt that Major Kemp acknowledged was owing to me. That will is in the possession of Messrs. Borlase and Barnicoat, solicitors, of Wanganui.

63. What was the date of Major Kemp's death?—15th April, 1898.

64. Did you render him accounts for the £6,810 for your benefit?—I did; but I had previously submitted the accounts in draft from time to time, and obtained his approval in writing. Copies of these accounts have been forwarded to the solicitors.

65. Is that a copy of the account rendered by you on the 9th February last [produced]?—It is before the Committee—a summary of the costs.

66. Is there not included in this sum of costs the whole of the amount for which you are petitioning the Committee?—None whatever—not a shilling. I am petitioning the Committee for the costs of the Supreme Court action, and there is not a shilling of that included there. I took authority to pay Major Kemp's costs, and did pay them.

67. Will you turn to page 51 of the printed evidence. On the 2nd December there is a payment to Messrs. Bell, Gully, and Izard of £85 19s. 4d?—Yes, I find it. These were charges incurred through Mr. Bell being specially sent for to attend the Native Appellate Court and argue points of law.

68. That is in connection with this case?—It is quite apart from the Supreme Court action. This was the case where Kemp's title was being attacked in the Native Appellate Court, and Mr. Bell came up at a great inconvenience to himself to argue points of law that had arisen in the case. I was directed in writing by Major Kemp to pay Mr. Bell, and paid the amount accordingly. In every instance I have Major Kemp's direction to make the payment. It has absolutely nothing to do with the Supreme Court case. Then, there is another payment in August to Messrs. Bell, Gully, and Bell. That was for arguing before the Court of Appeal a special case sent by Judge Mackay to the Supreme Court. Mr. Bell was retained to argue the case on behalf of Major Kemp. Those payments have nothing to do with the Supreme Court action.

69. With regard to the issue of the writ: Supposing a Native had issued a statement of claim setting out all the facts as stated in the statement of claim by the Public Trustee, how long would the Supreme Court code allow that to lie before it declared that action could not be taken?—That is a matter of practice, and I am afraid I cannot answer that with any certainty.

70. Would it not be twelve months?—Twelve months is the period usually allowed, but I stated before that I absolutely refused to allow this matter to hang over my head for a moment longer than was necessary.

*Mr. Bell:* The question was discussed, and, as far as I remember, the Chief Justice said that a man who was slandered was entitled to force a matter on. I think he said that it was not good law that a man could place a series of damaging allegations on the file of the Court and then not go on with the action.

71. *Hon. W. Hall-Jones.* But these allegations were afterwards withdrawn?—They were withdrawn at the trial, but I was prepared to disprove them. I was there with my witnesses, and the allegations were not withdrawn until they were before the Court and these costs had been incurred.

72. If this petition is decided against you, will you be without any remedy whatsoever through the Courts?—I take it that I should be entitled to recover my claim against Major Kemp under the mortgage—that is, assuming that the land under lease will bring anything like the total claim; but as to my own costs I have no remedy.

73. Have you any intention of taking other proceedings?—I have not troubled myself to consider what I should do, and I do not for one moment contemplate that this Committee will give an unfavourable report.

74. Reverting to these accounts, what amount did I understand you to say was for costs incurred included in the account that went in on the 9th February?—Not a shilling of the costs