

183. The evidence of Hemi Matenga concerning the matter was as follows :—
(W.M.B. 16, p. 321.) (The italics are mine.)

Hemi Matenga on oath : Am sheep-farmer at Kapiti and husband of Huria Matenga, deceased. Know this section at Waikawa in dispute. Was present when agreement of 7th July, 1903 [on file], selling the land to Watsons was made. It was made at my own home. Huria signed the agreement in my presence, and the signature to it is hers, so is the other signature to it mine. Prior to this date I know that Huria gave them the right to occupy the land. At the actual time of signing the agreement of 7th July, 1903, the land was in the possession of Wikitoria—Julia's mother. I made a mistake. I thought the agreement I just saw was the agreement of 1883. In Victoria's time there was an arrangement between Victoria, Julia, myself, and Karira's father by which Karira should get the land, and it was given gratis according to the usual Maori custom, but owing to the persistence of Karira the matter was completed by sale. In 1903 I wrote to Karira and said I knew of the agreement and wished to carry it out. [Letter produced of 21st June, 1903, and put on file.] [Letter read out in Court.] In consequence of this letter Watson went to Nelson and the agreement of 7th July, 1903, was signed. Julia knew of all this. Prior to 1903 I know of no transactions for the sale of this land to Mrs. Love. *I negotiate always on her behalf all transactions but she was always present. I dealt with matters on her behalf as Julia's father had previously directed, and Julia recognized this direction and always agreed to it. I know of no other case except this of Mrs. Love where Julia has sold land without my consent.* Hira Parata acted for her and was well informed of her arrangements. About the time of the opening of Picton-Seddon Railway [1902] Huria went to Picton. *She was taking drink at that time, and I then met Mrs. Love, and she told me Huria was acting strangely and that she had ordered Dan to take her back to Whakapuaka.* In 1906, when Julia was away from me, she was not capable of looking after herself, and liable to take to drink. I sent her over £50 at that time, and she was only here [Wellington] a week, when she wanted it, as she had spent all the money she brought from home. She was here about three weeks at that time, and she came back without even a sixpence left. She was about sixty-two years of age at that time. *In 1906 her memory had failed, and when I asked her where she had been and the names of the places, she could not remember.* I, her husband, noticed these things more than strangers. I first heard of the sale to Mrs. Love from the Court in January, 1907. I then went to the Court and said the statement made by Mrs. Love in my absence was incorrect.

Cross-examined Bunny : It does not matter to me whether Mrs. Love or Watsons get the land, but I could not say that the land should go to Mrs. Love, as I was a party to the sale to Karira. I heard Huria had stayed with Mrs. Love. I do not know that Dan Love was the Kai-whakahaere when the land went through on original investigation. Huria never mentioned to me when she came back in 1906 that she had sold to Mrs. Love. [Letter 21st June, 1903, read.]

Q. What do you mean when you say in that letter about another person to give a larger amount than the £40 ?

A. Several persons were offering £50.

Q. Was not the person who would give the larger sum Mrs. Love ? Did not your wife tell you this ?

A. Hira told me that there was another person who would give £50, he did not say who, and he said it would be better to get £50 than £40. I said "No," it was agreed between Wikitoria and Karira's father, and it will have to be carried out.

I do not know who wrote out the agreement of sale of 7th July, 1903. I could not rely upon Julia's keeping off the drink when she was away from me. When she went on that Wellington trip she told me she was going to Taranaki. She did not tell me she was going via Wellington, but I saw by the steamer advertisement she was going via Wellington. She did not tell me why she was going to Taranaki and I did not ask her. She had £25 which I gave her on leaving Nelson. I directed the solicitor should advance this. After she was here another week I sent her another £50.

Q. Is that the proper way for you to look after a wife who you say required control out of your sight ?

A. The £25 was to cover her trip, and she wired Adams and Harley for £50, and they saw me and I agreed to it being sent. When she was going away she promised me to keep away from drink, and I thought when she spent the £25 she was on the spree.

It was about this time Wi Parata had died. I contributed to his funeral expenses, not Julia. I do not know that Mrs. Love wanted the land in 1903, before the agreement of 7th July, 1903, was signed. If she wanted it then why did she not come to me for it ?

Q. Was not the transfer to Mrs. Love sent to McGinity for your inspection ?

A. I do not remember seeing the transfer in 1907 after I attended the Court and denied the sale to Mrs. Love. I neither wrote nor saw the Watsons about what had happened. I wish to correct this. I did inform Karira about this.

Re-examined Mr. Kirk : *When I found that two transfers were made by Julia, I asked her her reason for doing this, and she said she knew nothing about it.*

184. The next petition was presented in 1898, and came before the Native Affairs Committee of the Legislative Council on the 4th October, 1898. Evidence was taken from Hanikamu te Hiko and Mohi Nopera—husbands respectively of Ngawaina Hanikamu and Atiraria Nopera, youngest children of Wahapiro. The evidence of Hanikamu te Hiko is quite sound when compared with the mass of evidence available in 1898, but the Committee chose to believe the Mackay version of things.