

payments to his relations as if having been made on his own account. I therefore informed Mr. Newton that I would not withhold my certificate on the ground that £40 might not be enough for the interest; but I stated that if I did so recognise the payment of the consideration in the manner indicated, I should also have to notice the fact that part of the consideration, viz., the supply of spirits was of an illegal nature. I observed that illegality in part of the consideration rendered the whole consideration illegal, and that being so I could not grant a certificate. He resolved upon consulting his solicitor. Shortly afterwards Mr. Wilson, solicitor for Mr. Newton, called upon me, and we discussed the question of illegality of consideration, and Mr. Wilson agreed with me in the view I took, and came to the conclusion that he would advise his client to enter into a fresh transaction with Te Puna. In reply to a question from Mr. Wilson, I informed him that if a new contract were entered into, I would not, bringing in mind the surrounding circumstances, decline to give a certificate on the ground of gross inadequacy of consideration, if Te Puna were to receive a sum at the rate of about four or five years' purchase of his share in the rentals under the lease subsisting over the property. I had learnt from a reliable authority that Mr. Newton had paid pretty well full value for the land; but unfortunately for him, a small part of the consideration, to the extent of £16 or £20, had been paid in spirits.

18th April, 1871.

Mr. Grindell appeared with Te Puna and a simple deed of conveyance by Te Puna to Mr. Newton of his estate and interest in part of Te Wharau Block (2,046 acres), in consideration of £60. The Native admitted his signature, and acknowledged the transaction. He also stated that his people had other land to live upon, viz., Kaokaoroa and Ngawhakatara Blocks, and also inalienable land at Pakepake. Necessary evidence having been obtained of Te Puna's power to alienate the land, I intimated that a certificate would be granted on my being informed that the consideration was properly paid.

19th April, 1871.

Mr. Newton produced, this morning, a letter to me from Te Puna, dated the previous day, acknowledging to have received £60. I informed Mr. Newton that on the previous evening I had seen Te Puna going home to his settlement, and that he told me that he had only got £40: that he had received £60—£40 being in money, notes, and cheque, and £20 in one cheque; that he had been told to give back the cheque for £20, which he has done, but that he considered he ought to have the whole £60, and that his letter was not correct. Mr. Newton told me that he had had nothing to do with the giving back of the cheque for £20, although he considered it only fair that it should be given back, as he had, without that sum, paid full value for the land, and that he believed the Native had given back the money voluntarily. I informed Mr. Newton that I could not give a certificate until the Native had received the full amount of £60.

His Honor J. D. Ormond,
Napier.

I have, &c.,
HANSON TURTON,
Trust Commissioner.

TAUMATA BLOCK—27A.

24th April, 1871.

Mr. M. Hamlin, interpreter, appeared with Manaena Tini Karaitiana Takamoana, Te Waka Kawatinai, Ahere Te Koari, Hare Torotoro, and Wi Manaia, and produced a deed of lease, dated 24th April, 1871, of the above block, situate at Waitangi, to Samuel Parsons, of Napier, butcher, for three years from the date of the lease, at a rental of £45 per annum, payable by equal annual payments. There was a covenant by Mr. Parsons in the lease, that he would fence in all the graveyards. All the Natives admitted their signatures, were satisfied with the rent reserves, and understood the document to be a lease. Karaitiana, however, on behalf of himself and the other Natives, stated that if the graveyards were not fenced in at once they would re-enter on the land, and cancel the lease; but I informed him that, as the lease was at present drawn, they would not be able to re-enter, though they would have a right of action against Mr. Parsons should he execute the lease. They then objected to the lease entirely, saying that it was distinctly understood that the lease should be cancelled if the graves were not fenced in at once. I informed Mr. Hamlin of the objection of the Natives to the deed, and he promised to confer with Messrs. Maddock and Stedman, solicitors, for Mr. Parsons. The Natives then withdrew.

5 o'clock, p.m.

Mr. Maddock appeared with the Natives, and a new deed of lease containing the terms in the former lease, but having also an express proviso for re-entry in case the graveyards should not be fenced in within a month from the date of the deed. I informed the Natives that the new deed expressed their wishes. They acknowledged their signatures, and approved of the lease. They stated that they had other lands to live upon, viz., Waikahu, containing about 690 acres; Te Tuninga, containing about 600 acres; Hikutoto Block, and other lands.

Henare Tomoana was also a party to the lease, but had not signed it; and was absent, being ill.

5th May, 1871.

Mr. Maddock appeared with Henare Tomoana. Henare Tomoana acknowledged his signature to the deed. He understood the nature and effect of the deed, and consented to same.

I expressed my intention of giving a certificate, on sufficient evidence being produced that the Natives had power to enter into the lease under the Crown grant.

I have, &c.,
HANSON TURTON,
Trust Commissioner.

The Hon. J. D. Ormond, Napier.

TAMAMU BLOCK.—824A.

17th May, 1871.

This block was mortgaged on the 3rd September, 1870, by three out of the five Native grantees to Mr. Frederick Sutton, of Napier, storekeeper, to secure £25 and all sums of money as might become due on the balance of account current between them.