

Sub-Enclosures to Enclosure 6 in No. 1.

Re TE HAPUKU.

5th July, 1871.

To-day Mr. Maddock appeared with Te Hapuku, and produced a deed of assignment, dated 5th July, 1871, made between Te Hapuku, of the first part, Edward Lyndon, of Napier, commission agent, and Samuel Locke, of Napier, gentleman, of the second part, and all the creditors of Te Hapuku, of the third part. After reciting that Te Hapuku held interest in the lands mentioned in the first schedule, and was indebted to the several persons whose names were mentioned in the second schedule, in the several sums of money set opposite their respective names, and that Te Hapuku was unable to pay the said several sums of money, it conveyed and assigned as far as he could lawfully so do, all his real and personal estate and choses in action unto Messrs. Lyndon and Locke, upon trust to sell the same with his consent. The usual power of sale was inserted in the deed. It was declared that all sales by the Trustees, with the consent in writing of Te Hapuku, should be considered an alienation within the meaning of the Native Land Frauds Prevention Act. The monies to arise from all sales were to be held in trust by the Trustees: (1.) For the payment of the law costs. (2.) For paying off mortgages, if the moneys received by selling the equities of redemption were sufficient for that purpose. (3.) For paying all lawful debts rateably and in proportion to the amounts of the respective debts owing to creditors. And (4.) To pay the surplus to Te Hapuku. A power was inserted in the deed empowering the Trustees to receive, collect, and sue for all rents, debts, and other sums of money, and to compound and submit to arbitration all claims against debtors of Te Hapuku, and also to appoint substitutes. There was a proviso that any creditor having a lien for a debt might come in under the deed and receive a dividend for so much of the debt as might not be satisfied with the lien. A commission at the rate of £5 per cent. on the proceeds of all sales effected by the Trustees was to be allowed them by way of remuneration for their trouble. The usual release was inserted at the end of the deed, to be signed by creditors on their claims being satisfied.

Te Hapuku had signed the deed in the presence of H. M. Hamlin, licensed native interpreter, and H. D. Maddock, solicitor.

The blocks in which Te Hapuku held interests as specified in the schedule were:—

1. Whatarakai Block, containing...	...	...	...	461 acres
2. Pukekura East „	„	...	...	2,110 „
3. Pukekura West,,	„	...	...	1,850 „
4. Pukerowhitu „	„	...	...	377 „
5. Te Onepu „	„	...	...	„
6. Koparakore „	„	...	...	1,278 „
7. Waimarama „	„	...	...	18,077 „
8. Okaihau „	„	...	...	5,554 „
9. Te Aute, No. 3 „	„	...	...	„
10. Te Aute, No. 6 „	„	...	...	„
11. Te Aute, No. 5 „	„	...	...	40 „
12. Waihingahinga „	„	...	...	„
13. Whakawhiringa,,	„	...	...	„
14. Waipuku „	„	...	...	11,580 „
15. Patangata No. 2 „	„	...	...	„
16. Patangata No. 4 „	„	...	...	„
17. Sections Nos. 81 and 82, Town of Napier...	...	...	...	$\frac{1}{2}$ acre
18. Section 42, Meanee Spit	...	...	...	$\frac{1}{4}$ „
19. Te Kate Block	...	...	...	„

The debts specified in the second schedule alleged to be owing by Te Hapuku were as follows:—

F. Sutton	...	...	...	£164	0	0
W. Ellingham	...	...	...	30	3	5
G. Davie...	...	...	...	166	0	0
E. W. Knowles	...	...	...	2	15	0
W. Colenso	...	...	...	172	11	3
S. B. Firth	...	...	...	71	16	6
J. Neagle	...	...	...	14	5	6
R. D. Maney	...	...	...	39	3	0
J. Barry...	...	...	...	28	15	0
F. H. Drower	...	...	...	37	5	6
W. Ellison	...	...	...	10	0	0
W. W. Whiteman	...	...	...	3	0	0
Total	...	...	...	£739	15	2

The deed was intended to operate as a common law deed.

I examined Te Hapuku respecting the transaction, and he expressed himself as being willing that some of his property should be sold to pay his debts. I explained the deed to him and he consented.

Upon considering the deed, however, I came to the conclusion that I could not approve of it. My reasons, I informed Mr. Maddock, were: (1.) That not only all Te Hapuku's own property passed, but also those lands of which, though Te Hapuku was the grantee, he would, in relation to the tribe, be considered, both by himself and the tribe, simply as a trustee, according to native customs and laws. (2.) That sufficient land was not left for the support of Te Hapuku. And (3.) that I could not endorse my certificate on the deed before enquiring into the legality of all the debts. Certificate withheld.

HANSON TURTON,
Trust Commissioner.