

the agreement, that £213 12s. has been paid him on account of the purchase money. Accounts also produced and admitted to be correct by Tareha. He has other lands to live upon. The land is alienable. Certificate granted.

HANSON TURTON,
Trust Commissioner.

PART OF WAIKAHU BLOCK—20 ACRES.

14th July, 1871.

My predecessor, Mr. Sealy, made the necessary enquiries in respect of a deed of conveyance, dated 16th December, 1870, whereby Te Waka Kawatini, Te Meihana Takihi, Reihana Paukena, Manaena Tini, Paora Torotoro, and Henare Tomoana conveyed their estate in the above parcel of land to his Honor the Superintendent of Hawke's Bay, for £210. Certificate granted.

HANSON TURTON,
Trust Commissioner.

TE AWA A TE ATUA BLOCK—5,070 ACRES.

22nd July, 1871.

This land is subject to a lease, dated 21st February, 1867, made between the Native owners in favor of Messrs. Thomas Tanner and James Henry Coleman, of Hawke's Bay, sheep farmers, for twenty-one years, at yearly rental of £150 for the first ten years and £200 for remaining eleven years.

During my absence this day in the country on business, a deed of conveyance, dated 17th September, 1870, made between Hirini Harawera and Reihana Te Ikatahi of the one part and Frederick Sutton, of Napier, storekeeper, of the other part, conveying the estate and interest of Hirini and Reihana in the above block to Mr. Sutton, in consideration of £300 expressed to have been paid to both of them, was tendered by Mr. Sutton for registration in the Deeds Register Office.

The usual statutory declaration by the licensed interpreter endorsed on the deed was dated the 20th September, 1870, being the day on which the Native Lands Frauds Prevention Act came into force in this district.

As the date of the deed had been altered, Mr. Fielder, clerk in the Deeds Registry Office, declined to register the deed unless it could be shown that the deed had been executed by both the Natives before the 20th September.

24th July.

Mr. Sutton, with Mr. Worgan, licensed interpreter, called at my office. I stated that I approved of Mr. Fielder's conduct, intimating that I would register the deed without any enquiry under the Frauds Act if Mr. Worgan, one of the attesting witnesses to both signatures, could state that both Natives executed the deed before the 20th September. Mr. Worgan said that Hirini had executed the deed before the 20th September, but he would not say that Reihana had. The other attesting witness to Reihana's signature would not state that Reihana had signed before the 20th September.

27th July.

To-day Reihana appeared with Mr. H. M. Hamlin, licensed interpreter. An account between Mr. Sutton and Reihana was produced, showing that on the 20th September Reihana had received consideration to the extent in value of £81 15s., and that Reihana had at various times since that date and up to January, 1871, received consideration to the extent in the whole of £144 10s. A cheque for £5 10s., being the balance of the purchase-money said to be payable to Reihana, was handed over to him in my presence.

Reihana admitted the sale, and was willing that the consideration received by him since the execution of the conveyance should be treated as part of the purchase-money expressed in the deed.

It was stated that it was usual for a Native to sign an absolute conveyance, and some time subsequently receive the consideration.

It appeared that it was agreed when Reihana signed the conveyance that a reserve should be made for the Natives. The extent of the reserve was disputed. I expressed myself that a valid document in writing should be entered into, embodying the salient points of the agreement respecting the making of the reserve, and registered in the Deeds Register Office.

31st July.

I informed Mr. Worgan to-day that though Hirini had signed the conveyance before the Act was brought into force, I could not endorse my certificate of approval of the alienation witnessed by the deed under notice unless he were examined by me, or by a magistrate for me.

HANSON TURTON,
Trust Commissioner.

NGATARAWA No. 1 BLOCK.—1,840 ACRES.

22nd July, 1871.

The deed affecting this land is a deed of lease, dated 19th June, 1871, made between Noa Huke, Renata Kawepo, Te Retimana Hawea, Wiremu Wheko, Te Kepa Tanga, and Pirimoana te Umu of the one part, and Donald M'Lean, of Wellington, gentleman, of the other part, whereby the above block is leased to Mr. M'Lean for 21 years, at the yearly rental of £50. By the lease the Natives agree to compensate Mr. M'Lean at the end of the term for all improvements to the land in the nature of buildings, fences, and artificial grasses. The amount of the compensation in case of difference to be settled by arbitration. There is also in the lease an agreement that if they wish at any time to sell the land, they will make the first offer to Mr. M'Lean, who should be at liberty to purchase it at the then reasonable market value, such value in case of difference to be settled by arbitration.