

R E P O R T

OF THE

TRUSTS COMMISSIONER FOR THE DISTRICT OF HAWKE'S BAY UNDER "NATIVE LANDS FRAUDS PREVENTION ACT, 1870."

PRESENTED TO BOTH HOUSES OF THE GENERAL ASSEMBLY, BY COMMAND OF
HIS EXCELLENCY.

WELLINGTON.

—
1871.

REPORT OF THE TRUSTS COMMISSIONER UNDER “THE NATIVE FRAUDS ACT, 1871.”

No. 1.

MR. ORMOND to the Hon. D. M'LEAN.

Napier, 10th August, 1871.

SIR,—

I have the honor to enclose reports from Mr. Turton, the Trusts Commissioner under the Native Frauds Act of last session, as these reports are a record of the Commissioner's proceedings. I would recommend that they be printed, and laid before the General Assembly, so that members may have an opportunity of judging of the usefulness of the Act.

There are two cases only treated of in the minutes enclosed in the report of the 5th June, which require comment. One is a transaction between T. K. Newton, Esq., and Te Puna, in respect to the latter's interest in the Te Wharau Block. In this case, although Mr Newton is admitted by the Commissioner to have given adequate value to the other grantees for the land purchased, he considered it his duty to see that the interest of Te Puna was also satisfied, and the strictness with which Mr. Turton has performed his duties may be gathered from his action in this case.

The other transaction has caused a good deal of comment in this district. It relates to a deed of trust, which purported to convey the whole estate and interest of the old Chief Te Hapuku to the Hon. H. R. Russell and T. P. Russell, Esq., J.P., on trust. A perusal of the Commissioner's minutes on this case shows that the deed was pressed with unusual urgency; that when the Commissioner required Te Hapuku to be brought before him for examination, a letter, purporting to be signed by Hapuku, was handed in by Mr. Wilson, the proposed trustees' solicitor; also a statutory declaration was made by Mr. T. P. Russell that the deed received the full assent of the Hapuku, and further, it was proposed by Mr. Wilson to the Commissioner that he should depute to Mr. T. P. Russell the duty of examining Te Hapuku as to his acquiescence in the deed. Mr. Turton very properly declined to accept either of these proposals, and when Te Hapuku was examined by Mr. Turton himself, he admitted his signature to the deed, but stated that he had never agreed that his property should be given to the Messrs. Russell with power to sell, &c., and that he objected thereto. It has since become known that the Hon. H. Russell is Te Hapuku's principal creditor, and has for many years been in possession of a flock of 3,000 sheep and run belonging to Te Hapuku, which were taken possession of on a bill of sale for seven hundred pounds. As bearing on this case, I enclose copies of correspondence, referred to me for report some months ago, in which the Hon. H. R. Russell made recommendations respecting lands at Te Aute, of which the Hapuku is one of the principal owners. Without commenting on this case, it will, I think, be agreed that the Native Frauds Prevention Act has been of service.

The report, dated 1st August, treats of transactions at Poverty Bay, which call for no notice.

The final report of the 3rd August contains particulars of all transactions that have been before the Commissioner from the first report to date. I notice only two cases calling for remark. One is in respect to a deed of assessment by Te Hapuku to Messrs S. Locke and E. Lyndon of his property in trust, with a view to settling with his creditors.

You will remember that, during your recent stay at Napier, you requested me officially to take steps for the protection of Te Hapuku's interests, on the grounds of the claims he has on the Government for consideration for the aid given by him in opening this district for settlement, and his long tried friendship to the Europeans. I have addressed you separately on the subject, and need only say here I found I could not give the necessary time to the matter; and ascertaining, on enquiry, that Te Hapuku's interests required looking after, I proposed to him to give over the management of his property to Messrs. Locke and Lyndon, to which he at once assented. A deed was prepared accordingly, and alterations were made therein at the instance of the Commissioner. When, however, the creditors met, a majority declined to be parties to the deed, chiefly, I understand, because the deed was made subject to the supervision of the Frauds Commissioner, who has power to reject all claims containing items for supply of spirits. An attempt is now being made by a few of the creditors to make Te Hapuku bankrupt, and so set aside this deed, but as his assets are more than sufficient to meet all claims, and most of the creditors are opposed to the action, I trust this will not be permitted. I have referred to this case as showing the scope of the Native Frauds Act, and that, as read by Mr. Turton, it embraces a large field of action.

The other case, to which I will briefly refer, related to the Awa-te-atua Block, and the point of interest involved is the decision of the Commissioner, that in the case of a deed in which two natives are interested, one of whom signed before the Frauds Act was in operation and the other afterwards, he requires evidence that both interests have been satisfied before certifying to the deed.

I think a perusal of the reports will give a great deal of valuable information as to the working of the Frauds Act, and be a guide as to the points in which amendment is desirable.

The Act is undoubtedly a great bar to the acquisition of native lands, even to the bona fide purchaser, and, consequently, is by no means popular. It has, however, put a stop to improper and unfair dealings in native lands, and has removed entirely the ground of complaint on the part of the Natives, that they were inveigled into transactions they did not understand.

I cannot close my letter without expressing my opinion that Mr. Turton has carried out a very difficult and delicate duty with great discretion and firmness, and knowing as I do all the difficulties he has had to contend with, and the pressure he has had to resist, I think he deserves much credit.

I have, &c.,

The Hon. the Native Minister, Wellington.

J. D. ORMOND.

Enclosure 1 in No. 1.

Mr. TURTON to Mr. ORMOND.

Office of Trust Commissioner,

Napier, 5th June, 1871.

SIR,—

I have the honor to enclose for your information a copy of the minutes of my proceedings for the three months ending 31st ultimo, excepting of my proceedings with reference to the conflicting applications, by Mr. Edward Towgood and Mr. John McKinnon respectively, for certificates in respect of two several leases obtained by them respectively from the Native owners of the Arapawanui Block. As soon as I have completed my enquiries touching the applications mentioned, and have arrived at a decision, I will report to you thereon.

With reference to the transactions between Pari Te Puna and Mr. Newton, particulars whereof are contained in the enclosure, I should observe that I examined Te Puna very carefully with respect to the giving back of the cheque for £20, and I came to the conclusion from the replies he made to questions cautiously put by me to him, and without his appearing to know the bearing of them, that he never considered he had any right of property in or dominion over the cheque in question. The conclusion to which I came was further strengthened by an admission made to me by Mr. Newton, to the effect that when the cheque for £20 (with the other moneys) was given to Te Puna, it was accompanied with an intimation that it ought or should be given back. I was satisfied, therefore, that Te Puna considered that he had no right to keep the cheque, but thought that it was his duty to return it to Mr. Newton, the intimation made to Te Puna at the time he received it operating on his mind as an obligation to give it back.

As the giving back of the cheque, voluntarily or not, was thus tested by me, and found not to have been given back by Te Puna with the full knowledge and belief that he had a right to keep it, I considered that the whole of the purchase money of £60 was not paid within the meaning of the Native Land Frauds Prevention Act, and so I withheld any certificate.

I have, &c.,

HANSON TURTON,

Trust Commissioner.

The Hon. Mr Ormond, Napier.

Sub-Enclosures to Enclosure 1 in No. 1.

MINUTES OF PROCEEDINGS, *Re* TE HAPUKU.

12th April, 1871.

MR. WILSON, solicitor, conferred with me with reference to a deed of conveyance and assignment by Te Hapuku of all his estate and effects unto Henry Robert Russell, of Mount Herbert, near Waipukurau, Province of Hawke's Bay, and Thomas Purvis Russell, of Woburn, near Waipukurau, Esquires, for the benefit of his creditors.

This deed, dated 17th March, 1871, and made between Te Hapuku of the first part, the Messrs. H. R. and T. P. Russell of the second part, and the several persons whose names and seals were thereto subscribed and affixed, creditors of Te Hapuku, of the third part. After reciting the indebtedness of Te Hapuku unto the parties of the second and third parts in the sums of money set opposite their names in the schedule expressed to be thereunder written, the deed purported to convey and assign all the estate and effects of Te Hapuku unto the Messrs Russell upon trust to sell the same. The usual power of sale, followed. The proceeds of all sales were to be applied (1) in payment of costs of preparing the deed, and (2) in paying and satisfying rateably and proportionately, and without any preference or priority, the debts and sums of money due by Te Hapuku. The residue (if any) should be paid to Te Hapuku. There was in the deed a proviso that the trustees (Messrs. Russell) may return to Te Hapuku part of his household furniture and effects, as they may deem expedient. and make him an allowance not exceeding £1 per week for such period as the trustees might think proper. Then followed the following other provisos:—(1.) That the trustees might, at the expense of the trust estate, require the amount of any debts to be verified by statutory declaration, or in such other manner as to the trustees might seem expedient. 2. That the trustees might charge the ordinary and proper commission for winding up the estate, and (3) enabling the trustees to investigate accounts and transactions between Te Hapuku and other persons, and to commence and prosecute any actions and to prosecute suits for the purpose of investigating accounts, and that the cost of such suits should be paid out of the estate. The usual release by creditors was next and at the end expressed. The deed purported to have been executed by Te Hapuku on the 17th March, 1871, in the presence of J. N. Wilson, solicitor, and James Grindell, licensed interpreter, and to have been signed by the Messrs. Russell on the same day. The usual statutory declaration by Mr. Grindell, that Hapuku understood the nature and effect of the deed, was endorsed thereon. No creditors (other than the trustees), however, had signed the deed, and there was no list of lands owned by Te Hapuku, or in which he held interests, appended to the deed.

Te Hapuku is one of the largest landholders in this Province.

Mr. Wilson considers that the deed in question did not strictly come within the scope of the Native Lands Frauds Prevention Act. I expressed my opinion that it did, and informed him that if he desired a certificate, the deed should first be completed by his procuring the signature of all Te Hapuku's creditors, and by appending a correct list of all lands in which Te Hapuku was interested. On the deed being completed, I would be prepared to consider any application he might make for a certificate.

18th April.

Mr. Wilson called at my office with reference to this matter. He handed a letter to me dated 17th March 1871, purporting to have been signed by Te Hapuku, requesting me to issue a certificate without requiring him to attend personally; also a statutory declaration by Mr. Purvis Russell, dated 6th April, 1871, that the deed of assignment received the full assent of Te Hapuku. Mr. Wilson requested that I would issue a certificate without examining Te Hapuku, leaving it to the Trustees to sift the claims of creditors, or ask Mr. T. P. Russell, who is a J.P., to act for me as Trust Commissioner. I declined to comply with either of his requests, considering that I should either enquire into all transactions myself, or that I should request a Magistrate, other than one of the Trustees, to do so for me. I was the more resolved that Te Hapuku should be examined by me or by a Magistrate, inasmuch as the deed, when presented to me, only operated as a deed of conveyance and assignment at common law, and was not binding on dissentient creditors, Mr. Wilson having failed to bring the deed within the provisions of the Bankruptcy Acts by not complying with the requirements of those Acts. After long discussion and argument, I informed Mr. Wilson that I could only treat the transaction as any other transaction under the Native Land Frauds Prevention Act, and intimated to him that as soon as the deeds were properly completed I would be prepared to hear an application for a certificate.

14th May.

To-day Messrs P. Russell and J. N. Wilson waited upon me with Te Hapuku. Mr. Wilson requested me to examine Te Hapuku with reference to the deed of assignment, executed by him prior to the deed being completed. I agreed to put a few preliminary questions to Te Hapuku as to the transaction, subject to my right and duty to examine Te Hapuku over again when the deed were completed. Mr. Wilson stated that the amount of Te Hapuku's unsecured debts amounted to about £360.

In reply to a question from me, Te Hapuku admitted his signature to the deed. He stated that when his trap had been seized in execution on a judgment obtained against him by Watt Brothers about six weeks ago, he wished or arranged with the Messrs. Russell to release his trap, and mind his property (tiaki i aku whenua) until he should return from the Wairarapa, whither he then intended to proceed for a short time, and he understood that he should have his land back again after his return from the Wairarapa. He objected to the deed as explained by me to him, saying that he never agreed that his property should be given up to the Messrs. Russell, with power to sell for the purpose of paying his debts, and that he considered that he had not parted with his interest in the land, and that he never wished the Trustees under the deed to pay his debts.

16th May.

On Mr. Russell and Mr. Wilson calling upon me this morning, I informed them of the result of the questions put by me to Te Hapuku. Mr. Russell stated that if it were not Te Hapuku's desire that he should manage his affairs he would not, of course wish to do so.

I have, &c.,

His Honor J. D. Ormond,
Napier.

HANSON TURTON,
Trust Commissioner.

PART OF TE WHARAU BLOCK.—2,046A.

14th April, 1871.

Mr. Newton, merchant, called at my office with Mr. Grindell, Interpreter, and Pei te Kuna. Mr. Newton produced a deed of conveyance of equity of redemption, dated 17th September, 1870, made between Enoka te Rua, Te Kako, Atareta Mangomango te Pukepuke, Rawenata Tau, Peni te Puna, Hone Rautahi, Eru te Whakamamoko, and te Hira Ranperaha, of the one part, and Thomas Kennedy Newtown of the other part. The deed purported to convey the equity of redemption of the natives in 2,046 acres of land, being part of Te Wharau Block in this Province; and had been signed before the Native Land Frauds Prevention Act was brought into operation in this district by the above named Natives, excepting by Peni te Puna, who had subsequently executed the deed. Mr. Newton, therefore, applied for a certificate in respect of Peni te Puna's interest only.

On looking into the title I discovered that the property was leased on 1st October, 1867, for 21 years to a Mr. Couper, of Havelock, at a rental of £120 per annum for the first 13 years, and at a rental of £150 per annum for the remaining eight years; and that the lease was signed by all the Native grantees, nine in number. The property was subsequently, and on the 19th July, 1869, mortgaged by seven of the Natives, not including Te Puna, to Mr. Newton to secure £250, and all sums of money which might thereafter be due on an account current between them. At the date of the conveyance of the equity of redemption under notice, the amount which the Natives owed Mr. Newton on the account was about £1,000, the full value of the interests of the Natives in the property; and they had then conveyed their remaining equity in the land to Mr. Newton in settlement of his account. However, as regarded the signature of Te Puna, the deed under notice operated as a simple and entire conveyance of his interest in the land, and Mr. Newton had agreed to give him about £40, being the balance, and as his share of the consideration of £1,000.

On making the proper and necessary enquiries of Te Puna, directed by the Act before mentioned, I learnt that the greater part of the consideration of £1,000 had been received by his people, including the other grantees, in money and goods, and that a portion of it had been given in spirits. Though £40 was a small sum to be paid to Te Puna for his interest, assuming it to be an equal undivided ninth share in the land, it appeared from Te Puna's statements that his relations, whose names were not in the grants, had received from Mr. Newton money, goods and spirits, to such an extent that Mr. Newton would, with the £40 now to be paid, have given adequate value for the interest; and Te Puna was willing to recognise all

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.

Five days afterwards it appeared some of the grantees conveyed their estate in the block to Mr. Wm. Rathbone, of Waipawa, storekeeper, in consideration of £300 expressed to have been paid. This money, I was afterwards informed, had never been paid, owing to some dispute.

On the 29th September, 1870, Mr. Sutton executed a transfer of his mortgage to Mr. Rathbone, the balance owing on the account current to Mr. Sutton by the Natives having increased to £120 and interest.

Subsequently, and on the 21st of the following month, all the Native grantees agreed to sell the block to Captain Hy. Ritchie Wallace, of Napier, for £730. It was then agreed that all moneys owing to Mr. Rathbone on the security of the transfer of mortgage (including moneys paid by Mr. Rathbone to Mr. Sutton, in order to obtain the transfer of mortgage) were to be paid out of the £730.

An engrossment of deed of conveyance was produced this day by Mr. Wilson, solicitor for Captain Wallace, purporting to convey the above block to Captain Wallace. All the grantees were present excepting Paora Hakiaki. Kireka, who is not a grantee, but who is the husband of Harata Te Rawiri, a grantee, also appeared. The Natives also acknowledged to have received £250 in cash out of £730; and that the balance, less moneys payable to Mr. Rathbone, was to be paid on completion. I explained the transaction at length to the Natives, and they appeared perfectly willing to carry it out.

Evidence of the power of the Natives to alienate the land was produced.

They stated that they had other lands to live upon, being both lands which have passed through the Native Lands Court, and land subject to their Maori proprietary customs.

I expressed to Mr. Wilson my satisfaction with the transaction, and requested him to produce accounts of moneys paid and payable to Mr. Sutton and Mr. Rathbone for explanation to and for the approval of the Natives. I stated that I would probably request Mr. Gollan, J.P., or some other J.P. in the country near where Paraone Hakiaki lives to examine that Native for me. I added that as it was stated that one of the grantees was not of age (being only 19 or 20 years old) my certificate when issued would be silent as to the estate and interest purported to be conveyed by the infant.

I have, &c.,

HANSON TURTON,
Trust Commissioner.

His Honor J. D. Ormond, Napier.

TUKEMOKIHI No. 2 BLOCK—4,558A.

19th May, 1871.

Mr. J. Hamlin appeared with Reko Tukuaru. Mr. M. Hamlin produced an acknowledgment by Reko Tukuaru, dated this day, that she had sold and conveyed her interest in this block for £70 to Mr. G. B. Morgan, of Napier, surveyor, and that she had received payment of the full amount. Reko confirmed orally, in the absence of Mr. Hamlin, the statements contained in the acknowledgment. The land she said was leased to a Mr. Barton by ten lessors, and that each lessor was entitled to and received £6 a year rental. [This transaction is to be brought before me again at the Wairoa.]

I have, &c.,

HANSON TURTON,
Trust Commissioner.

His Honor J. D. Ormond, Napier.

Enclosure 2 in No. 1.

Mr. H. R. RUSSELL to Chief Judge FENTON.

SIR,—

Mount Herbert, Napier, 26th January, 1871.

At the last sitting of the Native Lands Court at Waipawa, a block of land, known as Te Aute No. 1 (Hurimoana), consisting of nearly 4,000 acres, was investigated; but no decision was come to, in consequence of the opposition made to the names of the grantees proposed by the Hapuku. This block is partly wooded, partly open land, and partly swamp, and the surveyor informs me that there are altogether about sixty or seventy claimants who intimated their wish to have the block subdivided more minutely than it had been. There were three subdivisions of the block when it came before the Court. Te Hapuku insisted on having it passed in one block, to which the others would not consent, and so the case was postponed. Much ill-feeling exists, which it is desirable to allay, and I think the best thing under the circumstances would be for the Court to pass the title at present in one block, with the names of ten parties, who would represent as far as possible the different hapus or families interested. These names should be inserted as trustees for all the claimants who could prove a right to any portion of the block, and afterwards the block might be subdivided. Te Hapuku is very obstinate, and thinks that he ought to have the principal say in the matter.

I have taken some interest in the Te Aute lands to prevent their falling into the hands of speculators, and persuaded the Natives to get Mr. Hallett, licensed surveyor, to make a general survey of about 7,000 acres, with such subdivisions as could be agreed on before the Court sat. With the exception of the 4,000 block referred to, very little opposition was made at the Court, and the surveys were done at a very large saving to the Natives by this arrangement.

Mr. Hallett, the surveyor, of course wants his money, and the Natives have no means of paying him, except by a sale of a part of the land. A considerable part of the land which has passed the Court has been made inalienable, but the owners have asked me to apply for permission to the Government to sell as much of their land as will clear off the survey expenses. I think it will be necessary to allow this, otherwise proceedings would be taken to recover the expenses which Mr. Hallett cannot afford to lie out of. It was understood that these expenses should be partly paid during the progress of the survey, and the remainder on the investigation being concluded on the approval of the plans by the Court.

I trust there will be another sitting of the Court soon to settle these Te Aute and other blocks, and I shall feel obliged by your informing me when it may be expected.

I shall also be glad to know if you would have any objection to recommend that permission be granted to sell a part of the land for the purpose mentioned, and if it will be necessary to send in any formal application on the subject.

I am glad to say that the Native Land Frauds Prevention Bill has checked to a considerable extent the scandalous transactions which have made Hawke's Bay so notorious.

His Honor Chief Judge Fenton.

I have, &c.,

H. R. RUSSELL.

P.S.—I presume it will be necessary to send in applications by the Natives for any subdivisions of the 4,000 acre block, and to produce maps at the next sitting of the Court.

[Referred to the Hon. the Native Minister. It appears to me desirable that a portion of the block referred to by Mr. Russell should be sold to pay the expenses of the survey, &c. This portion should represent the interests of the whole seventy names. The remainder might then be subdivided. The Court seems to have thought that it should be inalienable.—F.D.F., 11th Feb., 1871.]

[Referred to His Honor J. D. Ormond, Esq., for his opinion. He is likely to know the merits of the case.—DONALD McLEAN. 15th March, 1871.]

Enclosure 3 in No. 1.

Chief Justice FENTON to Mr. H. R. RUSSELL.

Native Lands Office,

Auckland, 8th May, 1871.

SIR,—

In reply to your letter, dated 26th January, 1871, relative to the Te Aute No. 1 block of land, I have the honor to inform you that the local authorities, of whose advice I have had the benefit, think that the case of Te Aute Block had better not be pressed before the Court at present, but should rather wait until the Natives decide upon some principle of action which may suit them all.

As to selling part of the land made unalienable, the application for consent should be made to the Government. The Court has no power in that direction after the order is once made. I am unable to state any day on which a Court will be held in Hawke's Bay.

I have, &c.,

F. D. FENTON,

Chief Judge.

H. R. Russell, Esq.

Enclosure 4 in No. 1.

MEMO. by Mr. ORMOND.

THE case of the Te Aute Block, referred to in Mr. H. Russell's letter, was a good deal talked about at the time the case was before the Native Land Court. Mr. Russell is correct in stating it raised a good deal of ill-feeling among the Natives concerned, which, on enquiry, I find is by no means allayed. To carry out Mr. Russell's recommendation of passing the title in one block in the name of ten grantees would not, in my opinion, meet either the wishes of the owners or the necessities of the case, and I consider the wisest plan is to leave the matter alone until the Natives have come to some conclusion upon the subject. There is no hurry, and I entirely agree with Mr. Locke on the subject, whose memorandum on the case I append, that if this block were passed through the Native Lands Court in the name of ten grantees, it would be immediately let for as long a term as possible.

With respect to Mr. Hallett's claim for survey of lands in the neighbourhood of Te Aute, most of which were made (very properly) inalienable by the Court, it would have been well if his claim had been raised at the time the Court was dealing with the lands; then sufficient land could have been excepted from what was made inalienable to meet the survey expenses. It appears to me that very great care would be requisite now in unloosing those lands for any purpose, and, if it is decided that course shall be taken, and some of the land sold to pay for the survey, some officer whom the Government can trust should confer with the Natives as to the portion they would sacrifice for that purpose. It is right I should point out that Mr. Russell, who has raised this question, is largely interested, being himself the occupier of most of the Native land in the neighbourhood. I think the Natives will be able to satisfy Mr. Hallett's claim out of rents, without having to sell at all, and it is very desirable this should be done, if possible.

With respect to a sitting of the Native Lands Court being held at Hawke's Bay at an early date, I have enquired, and can hear of no pressing cases; on the contrary, the few blocks remaining for the Court to deal with are likely to create difficulties between the Natives, and had much better be left alone for the present.

J. D. ORMOND.

[I concur in Mr. Ormond's minute.—DONALD McLEAN. Referred to the Chief Judge Native Lands Court.—H. T. CLARKE.]

Sub-enclosure to Enclosure 4 in No. 1.

MEMORANDUM BY MR. LOCKE.

THE district known as Te Aute and Raukawa Bush, and the land in the immediate neighbourhood of Hapuku's Pa, has been the favorite residence of a large and important section of the Hawke's Bay Natives for many generations, and, as usual in such cases, the claims are more complicated than in any other part of the Province.

The Ngatiwhatiapiti Hapu, of whom Hapuku is the principal Chief, have sold or leased nearly all their property in the other part of the Province, and are now, with few exceptions, located in the district referred to.

From the peculiar facilities afforded through the nature and position of the country, no better opportunity could be found for the Government to carry out to its fullest extent the individualization of a block of land than the one in question.

Should the section of the district more particularly referred to (Te Aute No. 1) be granted to ten grantees, I feel certain, from former experience in these matters, that the land will at once be leased for a lengthened period, and by that means many Natives be turned off their cultivations with no other place to go to without breaking through arrangements already made, or trespassing on other Natives' land.

S. LOCKE.

Enclosure 5 in No. 1.

MR. TURTON to MR. ORMOND.

Office of Trust Commissioner,
Napier, 1st August, 1871.

SIR,—

I do myself the honor to enclose for your information a copy of the minutes of my proceedings as Trust Commissioner for the Poverty Bay district, since my appointment to that office.

I have, &c.,

HANSON TURTON,
Trust Commissioner.

His Honor J. D. Ormond, Napier.

Sub-Enclosures to Enclosure 5 in No. 1.

MATAWHERO B. BLOCK—878A.

14th June, 1871.

The deed in respect whereof a certificate is applied for, is a deed of conveyance, whereby Paora Kate conveys to George Edward Read, of Poverty Bay, settler, his estate and interest in the above block of land for £54.

I requested Mr. Locke, R.M., who was proceeding to Poverty Bay, to make the necessary enquiries on my behalf.

22nd June.

I received a letter this day from Mr. Locke, in which he informs me that he is satisfied with the transaction, and that the provisions of the Native Land Frauds Prevention Act have been complied with. Certificate granted.

HANSON TURTON,
Trust Commissioner.

KAKANUI BLOCK—93A.

22nd June, 1871.

Deed of conveyance produced, dated 15th June, 1871, by Tamihana Te Ruatapu to William Smellie Graham and John Salmon, of Auckland, gentlemen. This land appears to have been conveyed by Tamihana to Messrs Graham and Salmon in consideration of losses sustained by the latter at the hands of Tamihana's relatives, during the late war. Mr. Locke, R.M., stated that he had made the necessary enquiries on my behalf when last at Poverty Bay, and that the transaction was fair and proper.

I was satisfied that Tamihana had power to convey the land. Certificate to be issued.

23rd June, 1871.

A deed of conveyance of the above block, dated 20th August 1869, by Tamihana Te Ruatapu to James Wyllie, of Poverty Bay, settler, was this day handed to me, as Registrar of Deeds, for registration. As this conveyance is prior in date to the conveyance to Messrs. Graham and Salmon, I declined to endorse my certificate on the deed lastly referred to. Certificate withheld accordingly.

HANSON TURTON,
Trust Commissioner.

HOTUA PAKA BLOCK—17A. 3R. 10P.

22nd June, 1871.

Deed of gift, dated 10th June, 1871, Tamihana Te Ruatapu to Mary Lawrence, (formerly Mere Hira) wife of George Lawrence, of Gisborne, clerk, of equal undivided third part or share in this block.

Mr. Locke, R.M., stated that he had enquired into the transaction, and was satisfied with the result of his enquiries. Certificate granted.

HANSON TURTON,
Trust Commissioner.

Enclosure 6 in No. 1.

MR. TURTON to MR. ORMOND.

Office of Trust Commissioner,
Napier, 3rd August, 1871.

SIR,—

I do myself the honor to enclose for your information a copy of the minutes of my proceedings as Trust Commissioner of the Hawke's Bay District, for the two months ended 31st ultimo.

I do not, however, forward you my report on the conflicting applications of Messrs. Towgood and M'Kinnon, referred to in my letter of the 5th June last, as I have not yet been able to complete my enquiries.

I have, &c.,

HANSON TURTON,
Trust Commissioner.

J. D. Ormond, Esq., M.H.R.,
General Government Agent, Napier.

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. Whataarakai 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.

21st July, 1871.

Mr. Maddock and Mr. Hamlin appeared with Te Hapuku. Mr. Maddock handed me another deed of assignment, dated 21st instant, containing in substance the provisions expressed in the deed signed by Te Hapuku on the 5th instant, but with the following important modifications and alterations:—

1. By the deed under notice Te Hapuku only conveyed and assigned all real and personal property, so far as he was able, as was not subject to trusts, whether expressed or implied.

2. That sufficient real and personal estate was to be left unsold for Te Hapuku's maintenance and support, to the satisfaction of the Trust Commissioner.

No debts were specifically mentioned as being owing by Te Hapuku, the recitals in the deed being that Te Hapuku owed several sums of money to divers persons.

4. There was an express provision in the deed that in every sale of land to be effected with Te Hapuku's consent, such consent should be expressed in writing, by Te Hapuku being made a party to, and executing all deeds of sale; and that every such execution should be considered an alienation within the meaning of the Native Land Frauds Prevention Act, and should therefore have to be brought before the Trust Commissioner for approval.

On perusing Te Hapuku's title deeds, and on searching the Deeds Register Office, I was enabled to discover Te Hapuku's legal position with reference to the unsold lands. The Deeds Register Office discloses the following state of Te Hapuku's lands:

WHATARAKAI BLOCK—461 ACRES.

This block is vested, by Crown Grant, in Te Hapuku and nine others, and is inalienable by sale, or by lease for a longer period than twenty-one years, or by mortgage, except with the consent of the Governor.

By lease, dated 13th July, 1867, the block was leased to Mr. H. R. Russell for twenty-one years, at the rental of £60 per annum.

PUKEKURA EAST BLOCK—2,110 ACRES.

PUKEKURA WEST BLOCK—1,850 ACRES.

The Crown Grants of these blocks are both to Te Hapuku and 9 others, and both blocks are inalienable, except by lease for a period of not longer than 21 years, without the consent of the Governor. Both blocks are leased to Rev. S. Williams, of Te Aute, for 21 years each, at the yearly rental of £50.

PUKEROWHITU BLOCK—377 ACRES.

Te Hapuku and four others are the grantees of this block, and it is leased by them to Mr. H. R. Russell for 21 years, at the rental of £50 per annum. The land is inalienable by sale, or lease for more than 21 years, or by mortgage, except with the consent of the Governor.

KOPARAKORE BLOCK—1,278 ACRES.

There is on the Registry a lease of this block, dated 12th June, 1869, by Te Hapuku and eight others to Frederick Martin Chapman, of Te Aute, sheepfarmer, for twenty-one years, at the rental of £60 per annum.

The land has been subsequently, by several of the Natives, including Te Hapuku, mortgaged to Mr. Newton, of Napier, merchant, to secure balance of account current, and interest thereon, on 31st December, 1871. Power given to Mr. Newton to collect rents and give receipts. No Crown Grant registered.

WAIMARAMA BLOCK, 18,077 ACRES.

The only deed on the Registry affecting this block is a lease, dated 8th October, 1869, by Te Hapuku and nine others, to Messrs. W. L. Campbell and F. H. Meinertzhagen, of Waimarama, sheepfarmers, for twenty-one years at rental of £240 per annum.

Te Hapuku's name will be in the Crown Grant when issued.

OKAIHAU BLOCK—5,544 ACRES.

There is nothing registered against this block, but a lease dated 13th December, 1869, by eight Natives to Messrs. W. L. Campbell and F. H. Meinertzhagen, for twenty-one years, at the yearly rental of £60. Te Hapuku, however, has not signed the lease, and is not a party to the deed. He will, however, be a grantee when the Crown Grant is issued.

TE ONEPU WEST BLOCK—(Acreage not ascertained.)

TE AUTE No. 3 BLOCK—(Acreage not ascertained.)

TE AUTE No 6 BLOCK—(Acreage not ascertained.)

WHAKAWHIRINGA BLOCK—(Acreage not ascertained.)

WAIHINGAHINGA BLOCK—(Acreage not ascertained.)

TE KATE BLOCK—(Acreage not ascertained.)

Said to be valuable and extensive.

Te Hapuku's name will be in the Grants of these blocks when signed by the Governor, in pursuance of the certificates of title.

PATANGATA No. 2 BLOCK—17,000 ACRES.

PATANGATA No. 4 BLOCK—1,100 ACRES.

These blocks are now being leased by Te Hapuku and nine other grantees in each block to the Rev. S. Williams, of Te Aute, each block at the rental of £50 per annum.

TE AUTE No. 5 BLOCK—40 ACRES.

By lease of 6th September, 1870, Te Hapuku and four others, leased this land to Mr. William Rathbone, of Waipawa, storekeeper, for twenty-one years, at £30 per annum.

WAIPUKU BLOCK—11,580 ACRES.

Leased by eight Natives to Messrs. W. L. Campbell and F. H. Meinertzhagen, but the lease is not signed by Te Hapuku, nor has he been made a party to it. The rent reserved by this lease is £200 a-year, and it is leased for twenty-one years. The Crown Grant, when issued, will, however, contain Te Hapuku's name as a grantee.

RAUKAWA EAST BLOCK—4,438 ACRES.

The Crown Grant of this block is to Te Hapuku and nine others.

On 5th August, 1869, Te Hapuku and four others mortgaged their interest to Mr. J. G. Kinross, of Napier, merchant, to secure £300 and a balance of account current, with interest at 10 per cent. on 5th August, 1872. A power is in the deed enabling Mr. Kinross to collect rents, to be received in liquidation of balance of account current. Te Hapuku, by agreement of 15th June, 1870, agreed to sell his equity of redemption in the block to George Davie, of Pukahu, storekeeper, for £102. The beneficial interest in this agreement has been transferred to Mr. Kinross.

ALLOTMENTS IN TOWN OF NAPIER AND MEANEE SPIT.—Estimated value, £100.

In all the before mentioned lands (excepting the allotments in the Town of Napier and at the Spit) Te Hapuku would, according to Maori proprietary customs and by virtue of the 14th section of the "Native Lands Act, 1869," hold a far greater interest than other Natives whose names are in the Crown Grants. Te Hapuku has personal property under his control to the amount in value of about £150.

Mr. Maddock produced a copy of a conditional bill of sale (filed in the Supreme Court) over 3,000 sheep running on Te Hapuku's Station, called Poukawa, near Te Aute, executed by Te Hapuku on 12th June, 1868, in favor of Mr. H. R. Russell, of Mount Herbert, to secure £700, and further advances with interest at 10 per cent., payable on demand, made in writing. The bill of sale comprised all increase and wool of sheep. On the day following the date of the execution of the bill of sale, it appears from an endorsement on the bill of sale that formal possession of the sheep was given to Mr. H. R. Russell by a James Walker, Te Hapuku's overseer; and Te Hapuku states that the sheep are still running on his land at Poukawa, which has not passed through the Native Lands Court, under the charge of Mr. Russell's shepherd. Te Hapuku says that the sheep are still his. There is no other bill of sale filed under the "Bill of Sale Acts, 1867 and 1868."

There are no unsatisfied liens on wool filed under the "Wool and Oil Securities Act, 1858;" and there are no securities or other instruments registered or filed under the "Bailors of Sheep and Cattle Protection Act, 1865," the "Mortgage of Stock Registration Act, 1869," and the "Agricultural Product Lien Act, 1870."

The claims of the creditors of Te Hapuku sent into Mr. Maddock in pursuance of an advertisement printed in one of the local papers for three weeks, extend over the period of the last 10 years, and amount to £739 15s. 2d., being the total amount of the accounts specified in the deed of assignment of 5th July instant. This sum would be reduced fully one-half were items for the sale of spirits not legally recoverable, and items the recovery of which is barred by the statute of limitations struck out of the accounts.

The above claims, however, do not include that of Mr. H. R. Russell, nor that of Messrs. Kinross and Newton, secured by their mortgages.

I examined Te Hapuku as to the deed, and he consented to the same. The nature and legal effect of the deed was explained by me to him.

Both Mr. Lyndon and Mr. Locke stated that they were not, nor were either of them, creditors of Te Hapuku. Mr. Lyndon stated that a commission of 5 per cent. on sales effected was a proper charge.

To this deed, so carefully drawn by Mr. Maddock, to satisfy the requirements of the Frauds Act, I considered that I should be justified in assenting.

The deed in question would, I considered, have the effect of vesting Te Hapuku's own property and rights or action for arrears of rent and other debts in the trustees, thereby clothing them with such legal rights and powers as would enable them to investigate accounts, and demand and sue for all debts owing to Te Hapuku; but at the same time no sale of lands could be made under the trusts of the deed without Te Hapuku's signature, and without my approval, which would be given on my being satisfied with the legality of claims.

Te Hapuku informed me that his people would sell Okaihau Block and Te Onepu Block to pay his debts. Certificate granted.

HANSON TURTON,
Trust Commissioner.

TAMAMU BLOCK—824 ACRES (*Continued*).

7th June.

Paraone Hakihi appeared. He stated that he had agreed to sell his interest in the block. He admitted his signature, and consented to the deed as explained by me.

8th June.

Accounts produced, but, as there were several items included therein not legally payable by the Natives, in the absence of an agreement to the contrary, it was arranged by me and Mr. Wilson that a sufficient sum should be kept back to meet Mr. Rathbone's legal claims, and the balance should be paid to the Natives.

26th June.

Evidence was produced that the balance had been paid to the Natives, less £200 retained by Mr. Wilson, to pay Mr. Rathbone's claims. Certificate issued.

HANSON TURTON,
Trust Commissioner.

11th July.

NOTE.—The sum of £200 above mentioned was this day paid into the Savings Bank in the joint names of Mr. Wilson and the Trust Commissioner, to remain there until Mr. Rathbone can satisfy me that all items in his account claimed on the security of his mortgage are legally payable by the Natives; Mr. Wilson having made repeated endeavours to obtain an explanation, but without avail.

TARAWERA BLOCK, 90,000 ACRES.

17th June, 1871.

Mr. Grindell produced lease of date 1871, between Hemi Taka, Maka Takahari, Tami Tuki, Riwai Runga, Paraone Kuare, Harawira Te Marangai, Matiu Tamanuhiri, Paraone Kuare, Rewi Haukore, Turuhira Te Heitoroa, Aperaahama te Ruakowhai, Hoera Paretutu, Mereta Kuikui, Hare Kuhukuhu, Kerei Te Aho, Tituku, Hori Te Hiku, Wi Whanga, Karauria, Hama Raeroa, Hareti Kuru, Tareha Te Moananui, Ngahere Te Pohe, Tini Te Hirawanui, and Pane Te Kanga, of the one part, and Alfred Cox, of Canterbury, Esq., of the other part—of the above block, situate in the Province of Hawke's Bay. The lease is for 21 years, at the yearly rental of £160. Under the lease the lessors reserve to themselves and their families full liberty, during the term of the lease, to occupy such portions of the block as they require for *bona fide* residence and cultivation, and also to depasture cattle thereon for their personal use. There is in the lease a clause providing that any dispute between the lessors and the lessee shall be settled by the Resident Magistrate of the district.

This land is subject to "The Mohaka Waikare Districts Act, 1870."

To-day Paraone Kuare, Hoera Paretutu, Kerei Te Aho, Tituku, Tareha Te Moananui, Waka Takahai, and Tami Tuki, representatives of the Ngatimatepu and Ngatiparau hapus, appeared, and consented to the lease, which was explained to them.

27th July.

Pane Te Kanga, of the Ngatipaeahi hapu of the Ngatihineuru tribe, appeared and approved of the lease. Certificate granted.

HANSON TURTON,
Trust Commissioner.

TATARA-A-KINA BLOCK, 63,500 ACRES.

17th July, 1871.

Lease produced dated 1871—between Toha, Tareha Moananui, Makareta Te Wha, Rahera Hautai, Meremia Hineahuru, Kapia Pakurere, Harata Te Urumahina, Kahekahe, Kanae, Para, Pane Te Kanga, Perika Sullivan, Paipa, Hape Whakaumua, Rawiri, Heni Te Paenga, Rangi Awaroa, Hirawanui Te Tiwi, Ngahere Te Rohe, Wirihana Ponomai, and Taraipine, of the one part, and Alfred Cox, of the other part—of the above block for 21 years, at rental of £50 per annum.

The provisions in this lease are similar to those contained in the lease to Mr. Cox of the Tarawera Block.

Like the Tarawera Block, which it adjoins, this land is subject to "The Mohaka and Waikare District, 1870."

Tareha Te Moananui, a leading chief of the Ngatikahungunu tribe, appeared, and consented to the lease, as explained by me.

21st June.

Rahera Hautai, Wirihana Te Ponomai, and Toha, of the Ngatikahungunu tribe, expressed to me their satisfaction with the lease.

27th July.

Meremia Hineahuru, Pane Te Kanga, Kanae, Para, Perika Sullivan, for himself and Kahekahe, Whaka Ururua and Hape Whakaumua, representatives of the Ngatihineuru tribe, appeared before me. I explained the deed to them, and they were satisfied. Certificate granted.

HANSON TURTON,
Trust Commissioner.

PATANGATA No. 2 BLOCK.—1,700 ACRES.

20th June, 1871.

A deed of lease made between Hoera Paraihe, Erihapite te Kaitorutoru, Maika Tioikatea, Tamati Maruhaere, Hakarai te Tunu, Henare Pangarehu, Te Hapuku, Te Haurangi, Ngamana te Whiri, and Te Teira Hikawaha of the one part, and the Rev. S. Williams, of Te Aute, of the other part, of the above block, for twenty-one years from 1st March, 1871, at a rental of £50 a year, payable yearly, was this day produced by the Rev. S. Williams.

There was in the lease a declaration that the lessors might occupy and cultivate certain portions, colored red on the plan of the deed, in extent about acres.

Hoera Paraihe and Maika Tioikatea appeared, and acknowledged the transaction. Enquiry not completed.

HANSON TURTON,
Trust Commissioner.

PATANGATA No. 3 BLOCK.—830 ACRES.

20th June, 1871.

The Rev. S. Williams handed me a lease by Penehamine Matoha, Hoera Paraihe, Wiremu Ti Puna, Paora Nikahere, Tamati Te Manuhaere, Te Pouraka, Ruta Takihi, Tutawa Hinehe, Roka Kuimara and Keremeneta Hupata, to himself, of this block for twenty-one years, from 21st March, 1871, at a yearly rental of £50 payable annually.

Hoera Paraihe appeared and acknowledged the transaction. (Enquiry not completed.)

HANSON TURTON,
Trust Commissioner.

PATANGATA No. 4 BLOCK—1,100 ACRES.

20th June, 1871.

A lease made between Te Hapuku, Paraone Hakihi, Mere Irawaru, Pita Te Pu, Paora Nikahere, Hoera Paraihe, Ropata Hoahakari, Tamawharu, Karaitiana Kahnirange, and Morena Hawea, of the one part, and the Rev. S. Williams, of Te Ante, of the other part, of the above block, was handed to me by the Rev. Mr. Williams. The land was leased for twenty-one years, from 1st March, 1871, at a yearly rental of £50 per annum.

Hoera Paraihe appeared and acknowledged the transaction. (Enquiry not completed.)

HANSON TURTON,
Trust Commissioner.

PEKAPEKA No. 2 BLOCK, 4,370 ACRES.

29th June, 1871.

Mr. Worgan handed me deed of conveyance, dated 20th September, 1870, made between Paurini Te Whiti, Paramena Oneone, Ahipene Tururu, Pera Pahora, and Whakaari, of the one part, and Robert Gardiner and Margaret Gardiner, his wife, of the other part. The consideration for the interests of the five Natives, being altogether a moiety of the block, was £1,100.

Paramena Oneone and Ahipene Tururu appeared, and consented to the sale.

6th July.

Pawini, Ahipene Tururu, and Whakaari appeared with Mr. Worgan. I explained to the parties that I had, since the 29th ultimo, perused the title deeds registered against the block, and I found that the land had been leased by the ten native owners after the issue of the Grant to Mr. F. M. Chapman, of Poukawa, sheep-farmer, for 21 years, at a rental of £220 a year. The leasehold interest was assigned to the Union Bank on the 28th April, 1868, and was subsequently, and on the 30th October, assigned by the Bank to Mr. Henry Campbell, in whom it has since remained vested. As regards the fee simple, I discovered that Paurini Te Whiti, Pera Pahora, and Ahipene Tururu had mortgaged their freehold interests in the land to Messrs. Kinross and Co., agents for Mr. Hugh Campbell (who represented Mr. and Mrs. Gardiner in the transaction) by deed dated 31st July, 1869, to secure £400 and balance on account current; and that Whakaari and Paramena Oneone had also mortgaged their freehold interests to Messrs. Kinross and Co., by deed dated 9th August, 1869, to secure a similar sum of £400 and balance on account current.

The conveyance produced, therefore, was a conveyance of the equity of redemption of the five Natives in the land.

Mr. Hugh Campbell produced accounts, which were explained by me to the Natives, and agreed to. There was due on the accounts the sum of £19 0s 4d to Paurini, £10 to Ahipene, and £45 to Whakaari. Mr. Campbell produced accounts showing that Pera Pahora had received her share of the purchase money, less £51 10s., due to her. Whakaari stated that Pera (who was away drunk) had admitted the account. An account was also produced, whereby there was a balance in favor of Paramena of £30.

The Natives stated that they had other lands to live upon.

They agreed to take Mr. Campbell's promissory notes in full payment of the balance due to them. I explained to the Natives the nature and effect of promissory notes, and they were satisfied.

Mr. Hugh Campbell, of his own free will, liberally undertook to obtain from his brother, Mr. Henry Campbell, a lease to the five Native vendors of 110 acres, at a peppercorn rent for the remainder of the term of the original lease, made in favor of Mr. F. M. Chapman, and he also undertook to have a freehold estate of inheritance in the same 110 acres vested in or settled upon the Natives by satisfactory deeds of conveyance. Certificate to be issued.

HANSON TURTON,
Trust Commissioner.

NGATARAWA BLOCK No. 5.—5,375 ACRES.

3rd July, 1871.

Deed of release of equity of redemption, dated 8th June, 1871, made between Te Meihana Takihi, Peti te Owai, Werahiko te Oipu, Mata Kiratu, Rora Poneke, Hirini Takamoana, Te Hapuku, and Hirini Tokomoana as legal successor to Harawira Takua, of the one part, and Donald M'Lean, of Wellington, gentleman, of the other part, produced by Mr. Maddock, solicitor. The release was signed by Hirini Takamoana, Te Hapuku, Werahiko te Oipu, Peti te Owai, Mata Kiratu, and Hirini Takamoana, as legal successor to Harawira Takua. The purchase money for this block is £1,500. The proportion of that sum to which the above Natives are entitled is £1,200.

The property was mortgaged by the Natives to Mr. M'Lean on 12th November, 1869, to secure £400 and advances.

Subsequently, and on the 13th February, 1871, the Natives entered into an agreement (registered in the Registry of Deeds Office, Napier) to sell the land for £1,500; and they agreed that the moneys advanced on the mortgage should be received by them in part payment. By the deed under notice it appeared that the Natives had received £821 11s. 8d. on mortgage of the land, and there was a balance owing to them of £378 8s. 4d.

Hirini Takamoana appeared and acknowledged the execution of the deed by him, and consented to it. Accounts were produced and explained to Hirini, and he expressed his satisfaction.

They had other lands to live upon.

He stated that he would take the balance due to him by Mr. M'Lean's promissory note. I explained the effect of his taking a promissory note; also the effect of his signing the lease.

4th July.

Werahiko te Oipu and Hapuku appeared, and were examined by me. They admitted the amount alleged to have been paid them and the other vendors, the accounts being produced. They had other lands to live upon. Promissory notes for the balance of the purchase money agreed to be taken.

5th July.

This day Peti te Owai called at the office, and consented to the sale, and was willing to receive Mr. M'Lean's promissory note for the balance owing her on the account produced in full settlement. Mr. Maddock handed me promissory notes of Mr. M'Lean for balance of purchase money. I was satisfied that the Natives had power to alienate the land. Certificate issued.

HANSON TURTON,
Trust Commissioner.

15th July, 1871.

Te Meihana Takihi had this day signed the conveyance. He appeared and consented to the deed, and said he knew it to be an absolute conveyance. Accounts produced and explained to and approved of by him. He admitted that £78 1s. was the amount due by him, and he agreed to accept Mr. M'Lean's promissory note in full payment. I explained the legal effect of his signing the conveyance and accepting the promissory note in payment of the balance, and he was satisfied.

Mr. M'Lean, through Mr. Maddock, voluntarily agreed to allow Meihana the use and occupation of 100 acres for his life.

Meihana stated that he had other lands to live upon.

12th July, 1871.

A conveyance by Turuhira Rangahua of her interest in the above block to Mr. M'Lean produced. The deed is dated 11th July, 1871, and the consideration is £150.

Mr. H. Campbell, sheepfarmer, stated that he was present with Hirini Takamoana, at Ngawhakatatara, about 34 miles from Napier, on the 11th instant, when Turuhira admitted the sale of her interest in the block to Mr. M'Lean. She was too infirm to travel, being about 60 or 70 years old.

13th July, 1871.

Hirini Takamoana appeared, and stated that Turuhira was his aunt, and that she had authorised him to appear before me as her agent. He stated that he saw her sign the deed, that she knew it to be an absolute sale, and that she acknowledges to have received most of the money due to her, a balance remaining in her favor, as she admitted, of £47 6s 0d. She consented, he said, to receive Mr. M'Lean's promissory note for the balance in full payment. Promissory note handed me for Turuhira. Certificate granted.

HANSON TURTON,
Trust Commissioner.

NGATARAWA BLOCK No. 4, 5,328 ACRES.

4th July, 1871.

Mr. Maddock, solicitor, produced deed of release of equity of redemption, dated 8th June, 1871, between Te Hapuku, Ropata Te Hoahakari, Paora Nonoi, and Ihaka Kapo, of the one part, and Donald M'Lean, of Wellington, gentleman, of the other part. By this deed the Natives release their estate in the block above mentioned to Mr. M'Lean. The land was mortgaged to Mr. M'Lean on the 12th November, 1869, to secure £400 and advances. By agreement of 13th February, 1871 (registered in the Deeds Registry Office, Napier), the Natives had agreed to sell the whole of the block to Mr. M'Lean for £1,500, such sum to include all moneys advanced on the mortgage of the land. The proportion which the four Native vendors would receive of the £1,500 was £857 2s. 11d.

Te Hapuku and Ropata te Hoahakari appeared and acknowledged the sale and that £529 18s. 10d. had been received by them, including Paora Nonoi and Ihaka Kapo, who were away ill and could not attend. Accounts produced and explained to and approved of by the Natives. There was due on the statement of accounts £327 4s. 1d., or £81 16s. 1d to Te Hapuku, and £81 16s. to each of the other three Native vendors. The Natives stated that they were perfectly willing to take the promissory notes of Mr. M'Lean in full payment of the balance.

I explained to them the legal effect of their taking the promissory notes. The promissory notes were handed to me on behalf of the Natives.

The Natives have other lands to live upon, and they have power to alienate the land.

Mr. M'Lean has allowed the Natives the use and occupation of 700 acres of the above block for their lives. Agreements in that behalf produced and left with me. Certificate granted.

HANSON TURTON,
Trust Commissioner.

MANGATERETERE WEST BLOCK.—1,253 ACRES.

9th July, 1871.

Agreement for sale and purchase, dated 8th July, 1871, between Tareha and Donald M'Lean, of Napier, gentleman, produced. By the document Tareha agreed to sell his interest in the above block as formerly agreed. If Tareha's interest in the block be an equal ninth, or less than an equal ninth, he was to receive £300; but if his interest be more than a ninth he was to be paid by Mr. M'Lean for his estate in excess of the one-ninth according to the same rate he was being paid for his interest if an equal or less than an equal ninth.

The land is subject to two leases—the one dated 29th April, 1867, to Messrs. Williams and M'Lean (now vested in Mr. Williams), for twenty-one years, at yearly rental for first eleven years of £450, and for last ten years of £540; and the other, dated 10th July, 1867, to Messrs. Cashmore and M'Leod, of Hawke's Bay, steam saw mill owners, for fifteen years, at yearly rental of £37 10s. Certain portions of the block are reserves.

I examined Tareha respecting the agreement, and he acknowledged it. He stated, as expressed by

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.

The deed was signed by Noa Huke, Renata Kawepo, Te Retimana Hawea, Wiremu Wheko, and Te Kepa Tanga

This day I saw, with Mr. Worgan, Renata Kawepo and Noa Huke (Chiefs of the hapu) Te Retimana Hawhea, and Te Kepatanga. They all admitted their signatures to the deed, and approved the same as translated and explained by me.

In reply to my enquiries, they stated that they had other lands to live upon, and also that all ground rents for the past use and occupation of the land by Mr. McLean had been paid up to date.

Pirimona Te Umu had not signed the deed; he was away at Rangitikei, on the West Coast.

Necessary evidence of the right of the Natives to alienate the land produced. Certificate granted.

HANSON TURTON,
Trust Commissioner.

NGATARAWA No. 3 BLOCK.

22nd July, 1871.

Lease made between Renata Kawepo, Roka Matehe, Nikorima Te Weherua, Matiu Whakahemo, Te Muera, Te Mateaitu, Hema Ramari, and Te Pake Paihau of the one part, and Donald M'Lean, of Wellington, gentleman of the other part, was produced. This lease is for 21 years, at the yearly rental of £100. The other terms in the lease are the same as those in the lease to Mr. M'Lean of the Ngatarawa No. 1 Block.

The deed was signed by Renata Kawepo, Nikorima Te Weherua, Matiu Whakahemo, Hema Ramari, and Roka Matehe.

I examined Renata Kawepo, Matiu Whakahemo, Hema Ramari, and her husband, Mita Karaka, and Roka Matehe, relative to the lease. They admitted the execution, and consented to it. They added that all the past ground-rent for use and occupation of the land had been paid by Mr. M'Lean.

The Natives stated that they had other lands to live upon.

Necessary evidence produced of the power of the Natives to enter into the lease. Certificate granted.

HANSON TURTON,
Trust Commissioner.
