

REPORT ON CASE No. I.

COMPLAINT No. 1.—*Ex parte* PAORA TOROTORO (*Papakura, Heretaunga, Hikutoto, and Waikahu Blocks*).

The complainant in this case was one of those who most frequently appeared before us in that character. His complaint also, so far as it affected the Heretaunga, Papakura, and Hikutoto blocks, belonged to a class which became exceedingly familiar to us. It appeared that though Paora was one of the native owners of these three blocks, his name had not been inserted in any of the grants; and all three blocks having been sold by the grantees, he had received none of the purchase money of Heretaunga and Papakura, and only an insufficient portion (as he conceived) in the case of Hikutoto.

Torotoro did not impeach the validity of any of the sales, his complaint being against the native grantees. Against them he may have some just ground. But taking the lands of the district intervening between the Ahuriri block on the north, and Te Hapuku's block on the south (both old Crown purchases) as a whole, it seems likely that Torotoro got quite his fair share in the partition of the district amongst the Maori owners which the Native Lands Court has effected. His name appears in a great many grants of valuable blocks, which have produced considerable sums of money. On the principle of "give and take," it seems likely that he ought to rest content.

Papakura and Hikutoto were sold at very high prices to Government. On these occasions the money was paid over in the most public manner to the grantees, who were chiefs of the highest consideration. Natives outside the grants received large sums. Torotoro admitted that he had himself received payments for those portions of Hikutoto which he specified in his complaint, viz., Taheke and Te Karaka. The grantees of Papakura were Tareha and Wi Maiaia. Tareha seems to have behaved liberally in allowing £1,000 out of the purchase money to be paid over to Karaitiana Takamoana, for his section of the tribe. Paora never put in any claim to share in the purchase money of Papakura. As regards Heretaunga, I beg leave to refer to my Report on the complaints specially relating to that block, where will be found also additional particulars relative to the sales of Papakura and Hikutoto.

The general question of the rights of native proprietors excluded from Crown Grants of the land formerly held by them—a class commonly denominated "outsiders" (*tangata o waho*)—is raised by this complaint; but only as between the outsiders and the grantees, not in the more serious aspect of the question as affecting the title of purchasers from the grantees.

In the case of Waikahu, Paora himself was one of the seven grantees. A portion of this block has been sold, and has been conveyed to the purchaser. Paora's share in the remainder is under contract for sale. In Court, Paora explained that he desired that a part of the land conveyed away should be restored to him, on the ground that he had not received any money, though he had signed the conveyance. His own witnesses, however, proved that he had received money, or money's worth, from both Parker, the person who first dealt with the natives about the block, and afterwards from Giffard, the present European owner.

Manaena Tini, one of the grantees, and a highly intelligent man, proved that £600 had been paid to the grantees, or allowed to them in account, by Parker. He had had in his possession, but had lost, the accounts of each grantee with Parker. On another complaint about this block, lodged by Paul (No. 61), we ascertained that Giffard had agreed to give him £300 for his share in the remainder of the block, of which £100 had been paid, and the balance was then awaiting the certificate of the Commissioner under the Fraudulent Sales Prevention Act. It was impossible to make out what share of Parker's £600 fell to Paora, the transaction being an old one, and Parker having left the province; but seeing that the block only contains 764 acres, the total amount received or receivable by him cannot well be less than at the rate of £3 an acre.

The complaint in this instance being against the co-grantees only, we did not further investigate the transactions referred to. I thought that the complainant altogether failed to show that he had been treated with injustice.

C. W. RICHMOND.

See Mr. Commissioner Maning's Report on Case No. XIII. (1).

REPORT ON CASE No. II.

COMPLAINTS NOS. 2, 3, 37, 43, AND 99.—*Ex parte* PAORA TOROTORO, AND FOUR OTHERS (*Pahou Block*).

These complaints related to a block of land known as Pahou, containing 694 acres, situate near the point at which the western spit of Napier Harbour joins the land. By Crown Grant, dated 3rd October, 1866, it was vested in ten persons, including the five complainants. Mr. Thomas Richardson claims to be the purchaser of the block under a Deed of Conveyance, dated 28th January, 1870, executed by all the grantees, and also by Tareha te Moananui, and several other natives not named in the Crown Grant. Mr. Henry Martyn Hamlin, a licensed interpreter, explained the deed to the native vendors, and attested their signatures in the usual way. The negotiation with the natives was conducted by Mr. Maney, who at that time kept an hotel and store at Meanee, near Napier, and carried on, as he still does, a large traffic with the natives. It was proved that Mr. Richardson paid £400 in money to Mr. Maney. Mr. Richardson took no part in the distribution of the purchase money, which was left by him entirely to Maney. No complaint was made as to the adequacy of the price paid. This is always a difficult question, and we may have to make some remarks on the subject in our General