

Reports. In the present case a large part of the block consists of sea-beach, and the extent of available land probably may not exceed 300 acres.

All the complaints, so far as we could make out, related to the distribution of the purchase money and to the mode of its payment, on both of which points we have some brief observations to make.

First, as to the distribution of the purchase money, we append a statement showing the way in which Mr. Maney accounts for the sum of £446 4s. 3d. expended by him on account of this block. It will be seen that some of the grantees received, directly, nothing for their shares. On the other hand, considerable sums were paid to the chief Tareha te Moananui, and to Paraone Kuare, who appears to act as Tareha's secretary.

Are we to say that the grantees who got nothing have been inequitably dealt with? Possibly; but if so, it is by their own chiefs, through whose influence their names were obtained. That they consented to the sale is apparent, and unless their consent was obtained by means of false promises, or other fraud on the part of the European purchaser, we conceive that they are not entitled in equity to repudiate their own act.

Next, as to the mode of payment. All the principal vendors have accounts with Maney, and the sums mentioned in the appended statement appear to have been properly credited to them, or to have been retained against balances due. Subject to any general observations which we may have to make on Maney's accounts, now under examination by an accountant appointed by ourselves, we find that the consideration-money in the present case has been duly paid or carried to account. Paora Torotoro's allegation that Maney agreed to pay him an additional £100, we believe to have been pure fiction.

In the course of our enquiry Mr. Maney gave evidence, that it had been stipulated on the part of the native sellers that they should retain the right to resort to the beaches of Pahou, as a fishing ground, and to erect whares on a particular part of the block for their residence whilst so employed. This was admitted on the part of Mr. Richardson, the purchaser. But as the Deed of Conveyance is silent on the subject, we recommended that steps should be taken, without delay, to define the reserved right, and to put it upon a proper legal basis. This being done, we see no reason to except to the particular transaction which is the subject of this Report.

C. W. RICHMOND.

#### PAHOU BLOCK.

|                                                 | £   | s. | d. | £    | s. | d. |
|-------------------------------------------------|-----|----|----|------|----|----|
| Paoro Torotoro—Amount credited in Ledger . .    | 100 | 0  | 0  | 100  | 0  | 0  |
| Waaka Kawatini " " " " . .                      | 100 | 0  | 0  | 100  | 0  | 0  |
| Turahira te Heitoroa—No Account in Ledger . .   | —   | —  | —  | —    | —  | —  |
| Maihi Raukapua—Amount Balance due in Ledger . . | 20  | 13 | 0  | 20   | 13 | 0  |
| Hama Paeroa " " " " . .                         | 2   | 10 | 0  | 2    | 10 | 0  |
| Waaka Takahari " " " " . .                      | 53  | 2  | 0  | 53   | 2  | 0  |
| Pera te Ruakowhai " " " " . .                   | 45  | 11 | 3  | 45   | 11 | 3  |
| Matiu te Manuhiri—No Account in Ledger . .      | —   | —  | —  | —    | —  | —  |
| Morehu " " " " . .                              | —   | —  | —  | —    | —  | —  |
| Hoera Paretutu " " " " . .                      | —   | —  | —  | —    | —  | —  |
| <i>Natives not in Crown Grant—</i>              |     |    |    |      |    |    |
| Wi Nganga—Amount Balance due in Ledger . .      | 10  | 11 | 0  | 10   | 11 | 0  |
| Utiku " " " " . .                               | 3   | 17 | 0  | 3    | 17 | 0  |
| Tareha " " " " . .                              | 60  | 0  | 0  | 60   | 0  | 0  |
| Paraone—On account of Gig . . . .               | 50  | 0  | 0  | 50   | 0  | 0  |
|                                                 |     |    |    | £446 | 4  | 3  |

To amount paid Licensed Interpreters for Deeds, &c. . £

Correct.

(Signed)

R. O. MANEY.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

### REPORT ON CASE No. III.

#### COMPLAINT No. 4.—*Ex parte* TAREHA TE MOANANUI, Waitanoa (Papakura Block).

This was a complaint of the chief Tareha te Moananui, against the Honourable Henry R. Russell.

In 1867, Waitanoa, or "Little Bush," was purchased by Mr. Russell of Tareha and Wi Maiaia, grantees of the Papakura block, of which Waitanoa is a part. On the purchased land stands, or lately stood, a small kahikatea bush. At the time of Mr. Russell's purchase, Waitanoa contained some good trees, together with a quantity of dead timber. The wood appears to have been of no great money value, but the natives living in Tareha's pa depended upon it for their supply of firewood, there being no other bush at hand. Tareha's complaint was:—

That the reservation of this bush to the native vendors had been agreed to by Mr. Russell's agents, but had been improperly omitted from the conveyance.

That by unfair pressure, the freehold had been acquired for a grossly inadequate consideration.

It should be premised that throughout these transactions Mr. Russell appears to have been acting merely as agent of Mr. Aikman, of St. Andrew's, Scotland, to whom the land in question has been conveyed.