

As to the third and fourth points of complaint the husband did not sign the conveyance, and it seems to be made out that he had not been consulted either by his wife or by the purchaser. It is, perhaps, questionable whether under the 22nd section of the "Native Lands Act, 1869," a conveyance by a native woman married to a European, executed without the concurrence of the husband, has the effect of barring the estate of the husband in the land.

Mr. George Worgan was not examined by us, being absent from the Province of Hawke's Bay.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning, except as to the third and fourth grounds of complaint, upon which he expresses no opinion.

REPORT ON CASE No. VII.

COMPLAINT No. 9.—*Ex parte* CANNON AND WIFE (*Waihengahenga*).

The complainants were the same as in Case No. VI. The question was as to the detention of a Crown Grant on the ground of the non-payment of a surveyor's fees; against which fees the complainants claimed a right of set-off.

We decided that the case was not within the scope of our Commission.

C. W. RICHMOND.

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

REPORT ON CASE No. VIII.

COMPLAINT No. 10.—*Ex parte* CANNON AND WIFE (*Turamoe*).

The complainants were the same as in Case No. VI.

The complaint was that the wife, who owned a share in the block (*Turamoe*) had joined in a lease without her husband's consent. The husband, according to his own statement, had subsequently sued the lessee, in his wife's name, in the District Court, for her supposed share, one-tenth of the first year's rent. The whole rent was £20. The action for some reason failed. Subsequently all the owners of the block mortgaged it, Cannon himself joining.

This case raises none but legal questions, on which we are unable to give an opinion, especially the legal question on section 22 of the Native Lands Act, 1869, adverted to in our Report on Case No. VI.

C. W. RICHMOND.

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

REPORT ON CASE No. IX.

COMPLAINT No. 11.—*Ex parte* CANNON AND WIFE (*Onepu East*).

The complainants were the same as in Case No. VI.

The complaint related to a block called *Onepu East*, containing 155 acres. The Native Lands Court appears to have made an order for a certificate in favour of *Te Hapuku*, *Keremeneta*, and eight others. Cannon's wife, *Hokomata*, claims an interest in this block. Cannon swore that he was present at the hearing in the Native Lands Court. *Hokomata* asked to have her name put down in the order. The Judge, addressing Cannon, said, "Well, Mr. Cannon, there are ten in this block already, but I will give you a certificate signed by the head-grantee to get her share of the money, and that will be just as good as her being in the Crown Grant." The witness then produced an apparently genuine document in Maori, which he swore to have seen signed by *Keremeneta*. The witness stated that he saw the Judge write out and attest this document. The following is a translation:—

"WAIKAWA, 4th September, 1868.

"I consent to give some of the money which will be received in payment for the *Onepu* to *Te Hokomata*, as soon as the land shall have been sold. It for the persons named as grantees to decide what the sum shall be.

(Signed) "KEREMENETA.

"Witness—H. Munroe."

The block has since been leased by the natives named in the order of Court, but when Cannon produced to them the document signed by *Keremeneta*, and demanded a share of the rent, they laughed at him, and told him his name was not in the Crown Grant. No payment appeared to have been made to *Hokomata* herself.

Te Hapuku, *Keremeneta*, and the other natives named in the order of Court, being called upon, none appeared but *Ikutahi*, who did not desire to be heard.