

have likewise seen upon the accounts enough to convince me that most, if not all, their losses in this direction were recovered from the Natives.

In July, 1882, a letter in Mr. Creagh's handwriting, signed by thirty-four Natives, was forwarded to the then Native Minister (the Hon. Mr. Bryce), stating that Mr. Brabant, the Tauranga Commissioner, had "made an order in their favour for the Waimanu Blocks, containing acres, and had given them a reserve of 330 acres;" which reserve, the letter alleged, was "quite sufficient for their requirements." The letter then requested that the Minister would "instruct that a Crown grant should be issued in the names of the Europeans to whom they "had sold for their portion of it, and to the Natives for the reserve."

All the statements of fact in this letter were, and still are, incorrect. On searching the records in Mr. Brabant's Court I found no such order awarding either before or up to the date of that letter the Waimanu Blocks and reserves to those thirty-four applicants. On the contrary, I found that on the 3rd July, 1882, an application by the Ngatitau Tribe, pending ever since the previous January, and claiming a portion of the Waimanu Blocks, adversely to those thirty-four Natives and to their hapus, was heard; and judgment was afterwards, on the 16th September, given by the Court in favour of this hostile application to the extent of 1,300 acres out of the 3,500 acres of the Waimanu Blocks. I further found that the reserves out of the Waimanu Blocks for the use of the Natives were not declared at the time that letter was written, nor until the 19th September, 1882, when they were fixed—not at 330 as alleged in the letter—but at 400 acres for the Ngatipou Tribe, and 800 acres for the Ngatitau; and, on counting the lists of owners to whom the several portions of the Waimanu Blocks were adjudged, I found that these thirty-four persons were but an insignificant part of their number. I am unable to conjecture how Mr. Creagh, who was the surveyor of all the blocks, and in attendance at the Court throughout, could have made so misleading a statement, and forwarded it to the Native Minister in the expectation that he would blindly act upon it. These mis-statements and others made in subsequent applications urging the removal of restrictions seemed to have excited a suspicion in the Native Office that the case was not a proper one for the removal of restrictions; and I find from the Native Office records that Mr. Bryce, during his term of office, steadily refused to remove them, and that this refusal was as steadily persevered in by his successor in office, the Hon. Mr. Ballance. Ultimately the matter was referred to me for inquiry and report, and all the Native Office records relating to it were forwarded for my information.

I had four questions to decide on the evidence laid before me, viz.—(1.) Had the Natives sufficient other lands remaining for their own use and that of their children? (2.) Was the bargain with the Natives a proper one to be carried to completion, and was the price a sufficient price? (3.) Did any objection exist to the legality of the bargain, or arising out of special legislation prohibiting transactions in Native lands before the ownership and area are fully settled? (4.) Had the Native vendors been fairly treated throughout the transactions by Mr. Creagh and his agents, acting on behalf of the syndicate of purchasers?

1. As to the first question, I am satisfied that the Natives have other lands, ample for their requirements.

2. As to the second question, I have already described the bargain that was made, and I had abundant evidence that other bargains of a similar character, made by other European purchasers with owners of adjoining lands, were carried to completion with the sanction of His Excellency the Governor. I had the best testimony obtainable as to the fairness of the price agreed upon, and according to that authority the price was a sufficient one.

3. As to the legality of the bargains, I think that, although Mr. Creagh's purchases of lands the boundaries and ownership of which were as yet unsettled by the Court would at the present date (ever since 1883) be illegal, and that such illegality would invalidate all subsequent documents of transfer made in pursuance of such bargain—I think that at the date of Mr. Creagh's bargain it was not an illegal contract, but simply one that was void and unenforceable as a contract, and therefore I concluded that the Natives were lawfully entitled to afterwards make a valid and binding agreement to carry out their former void undertaking so soon as the blocks were defined and the ownership of them declared. The memoranda of transfer signed by the Native vendors from time to time were signed with blanks left in the most important parts, and with incorrect maps indorsed upon them. With the sufficiency or insufficiency as legal instruments of the memoranda of transfer, signed in blank and afterwards filled up, I conceive I have nothing to do, except in so far as such signing in blank may affect the question of the *bona fides* of the purchasers' conduct towards the vendors. I think my duty was to ascertain whether there was a fair bargain and sale, such as ought to be allowed to be carried out, not whether it has been carried out to completion, that being the duty of the Land Transfer officers if ever these transfers come before them. I think it right, however, to say that I know of no law which makes these memoranda of transfer under the Land Act subject to the technical rules incident to deeds; on the contrary, it seems to me that the land transfer statutes were enacted for the very purpose (amongst others) of getting rid of these technicalities so far as they can be dispensed with, and that, therefore, it by no means follows that, because a deed of transfer might have been void under the circumstances proved in these cases, these memoranda of transfer signed with important blanks left in them would be void. I have also concluded that a certain public notification, made in 1878 by the then Commissioner of Tauranga lands, prohibiting all dealing by Europeans with the Natives for the purchase of their lands, in spite of which notification Mr. Creagh and other speculators purchasing throughout the Tauranga District, made and continued their purchase, ought not to affect prejudicially either the legality or propriety of such purchases. The notification itself, and my reasons for not considering myself bound by it, are set out fully in the general report which I had the honour to make to the Native Minister, dated the 14th May, 1886.