

suspicious, which have not been in any way substantiated. They accuse him of having interfered with the Interpreter in Court, of having tampered with witnesses, and of having made Te Heuheu drunk to prevent his giving evidence; and Hitiri even suggested, and that very plainly, that it was through Grace's influence that Judge Brookfield was removed from the Bench, because he was not sufficiently subservient to his wishes. Mr. Grace positively denied these charges, and showed that Hitiri and his party had been assisted throughout by Mr. F. A. Whitaker as counsel, and by Mr. Moon and Captain Blake as their advisers, the latter said to be the ablest conductor of Native Land Court cases in the colony. Whether Mr. Grace, a Government officer, should have mixed himself up in any way with matters in dispute between the Natives themselves may be a question for the Government to determine.

*Issue No. 3.*

The following is the third matter referred to us by the Commission: "Whether Karawhira Kapu was induced by a Land Purchase Commissioner in the employ of the Government to forego large claims to land of her own and of her relations in consequence of promises made to her by the said Commissioner, which have not been fulfilled or carried out?"

We find that Karawhira Kapu was induced to withdraw certain large claims in the Pouakani Block, which had been made by Waraki Kapu on behalf of himself and other members of his hapu, the Ngati Ha, including Karawhira Kapu, by promises made to her by Mr. W. H. Grace, a Government Land Purchase officer, in an agreement (copy attached) drawn up and signed by the said W. H. Grace and Karawhira Kapu on the 24th March, 1887, whereby it was arranged by her, on behalf of herself and her section of the hapu, that all their claims in the said block should be withdrawn on condition that 7,200 acres should be awarded to the said Karawhira Kapu and eight others of her immediate relatives, she undertaking that the claimants Waraki Kapu (her brother) and Kapu te Kohika (her father), with their section of Natives, should cease and withdraw from all opposition to the settlement of the balance of the block.

In accordance with this agreement, to which there was no opposition when it was announced in Court, the Court awarded the 7,200 acres at Kaiwha to nine persons—namely, Karawhira Kapu, her brother, her two sisters, her half-brother, her sister-in-law, her two children, and her niece, and they were at liberty to add the names of other members of the hapu if they thought proper, but the award was made to these nine only.

It was further provided by the said agreement that when a portion of the Pouakani Block, containing 65,000 acres, which was then under negotiation, had been sold to the Crown, Karawhira Kapu should receive a seventh part of whatever sum might be available for bonuses to chiefs for services rendered in connection with the sale thereof, and when the amount of individual shares, deducting the cost of survey, had been fixed and known, she was to receive a further sum of money equal to nine such shares.

We find that these further promises have not been, and, indeed, could not have been, fulfilled, under the circumstances explained in the following summary of the case:—

On the 3rd January, 1887, Hitiri te Paerata claimed to be included among the list of owners, and Karawhira Kapu would have come in with him had his claim been successful; but it was dismissed.

On the 11th March Waraki Kapu, brother of Karawhira, and Areta te Miri, her sister, and others of the hapu, applied to be admitted as individuals to the list of owners.

On the 15th March Waraki Kapu handed in a list of six names, saying that if he were admitted the other five would come in also. These and other similar claims were causing much delay and obstruction in respect of the purchase, for Mr. Grace had already commenced his negotiations, and, to expedite matters, he proposed a compromise with Karawhira, and on the 23rd March announced in Court that an agreement had been come to and that Waraki Kapu and the others withdrew their claims, and an interlocutory order was made in favour of Karawhira Kapu and eight others for the 7,200 acres at Kaiwha, which was confirmed and made final on the following day.

Notwithstanding the conditions of the agreement, Kapu te Kohika, father of Karawhira, stated in Court on or about the 12th April that they intended to set up a case, and that Tini Waata, his brother, was going to give evidence, and on the 7th June Tini Waata and Te Rehina, the grandmother of Karawhira, neither of whom was among the nine owners of Kaiwha, brought forward a claim for admission to the main part of Pouakani, and on hearing of this Mr. Grace at once notified to Mr. Moon, the husband of Karawhira, that the agreement was being broken. Mr. Moon came into Court and tried to prevent the claim from being proceeded with, but the Judge would not permit him to interfere, ruling that the Court could not suppress any evidence that was offered to it. The claim was therefore heard on its merits and was dismissed, the Court deciding that Kapu te Kohika, Tini Waata, and Te Rehina had no interest in the land. This decision, Karawhira says, would not have applied to herself, whose claims were derived through her mother.

When Mr. Grace found, on the 7th June, that the Court was going into the case, he wrote a letter to Mr. Moon (Exhibit D, attached), stating that, as the conditions of the agreement had been violated, it now became null and void.

Karawhira Kapu admits that she knew she was then at liberty to have brought her claims in Pouakani before the Court, or to apply for a rehearing; but she thought it better not to follow either of these courses, but to appeal to the Government for the fulfilment of the latter part of the agreement; and now she wishes the Court could hear her case over again, so that the Kaiwha award may be set aside, and that she may be able to renew her claims and those of her section of the Ngati Ha in the whole block.

None of the promised payments have been made to Karawhira Kapu, nor are they likely to be, for the negotiations for the purchase of the 65,000 acres have been suspended by the Government in consequence of these disputes, and, if the block is purchased, the violation of the agreement by