

sented by themselves and others to the Government, and resulted in an action being taken by Pene te Ua and Reihana Paukena on behalf of the occupants, the Government supporting the Natives in the action.

This action commenced in the Supreme Court at Napier, before His Honour the Chief Justice, on the 30th March last, and occupied the Court until the 4th April, when a compromise was arrived at and approved by the Court, the case being adjourned *pro forma* until the first sittings at Napier after next session of Parliament.

The terms of the compromise are expressed in the following agreement:—

*In the Supreme Court of New Zealand, Wellington District.*

PENE TE UA AND OTHERS *versus* LOCKE AND OTHERS.—Action to be settled on following terms:—

1. Injunction against proceeding with sale in suit Arihi *versus* Locke and others to be perpetual.
2. A sufficient proportion of the whole block to be first sold by auction by James Henry Coleman and Walter Shrimpton to defray the following charges and expenses: (a) To pay off the Colonial Bank's mortgage, principal and interest; (b) to pay the expenses incurred in the attempt to sell under the former decree; (c) to pay the costs of all parties, taxed as between solicitor and client, out of the estate of this present suit; (d) to pay the unpaid costs of all parties, taxed as between solicitor and client (out of the estate), of the former suit which have been ordered to be paid or may be ordered to be paid.
3. The land so sold to be vested in the said James Henry Coleman and Walter Shrimpton immediately after the auction sale, to enable the execution by them of conveyances or transfers to the purchasers.
4. The Ngatihori hapu to take one moiety in value of the whole residue of the block, and in addition a proportion of the remaining moiety for the shares therein of Henare Tomoana, Noa Huke, and Manaena's successors, in the proportions ascertained by the order or decree of the 30th day of August, 1888, in the suit No. 227, Gisborne Registry, the land taken under this claim to be surveyed off and vested in trustees in trust for the Ngatihori hapu and to be inalienable by sale or mortgage, or by lease, otherwise than from year to year, nor to pass under any will.
5. The residue of the block to be taken by Karaitiana's trustees, Arihi te Nahu's trustees, Hotene te Ruri, and Paramena Oneone, in the shares ascertained by the above decree.
6. The persons who shall be entitled under the designation of the Ngatihori hapu, and the proportions in which they are interested, to be ascertained by Mr. T. W. Lewis and Mr. J. N. Williams. Henare Tomoana, Noa Huke, and Manaena's successors, to be considered on such investigation as Ngatihori only, and not as having any special interest by reason of their names being included in the grant, but in no case to have a larger interest than their proportions as grantees brought in under this scheme.
7. The four grantees'—namely, Arihi's, Paramena's, Hotene te Ruri's, and Karaitiana's—portion to be divided into plots by the same persons as named in clause 3.
8. J. H. Coleman and W. Shrimpton to have power to employ surveyors and prepare plans, their expenses to be part of charge (c) under clause 2.
9. So far as practicable, the division is to be made so as to leave within the Ngatihori portion the buildings and gardens.
10. All parties to concur in promoting legislation for the purpose of giving effect to this agreement according to the true intent thereof.
11. If any doubt or difference shall arise as to the meaning of this agreement, or as to any matter omitted therefrom, or as to anything necessary to complete and carry out this arrangement and compromise according to the true intent and meaning thereof, such doubt and difference shall be referred to the award of Martin Chapman, Esquire, of Wellington, barrister-at-law, whose determination shall be final and binding upon all parties.

This agreement was signed by the following: G. E. Sainsbury, counsel for Colonial Bank of New Zealand; W. B. Edwards, counsel for the plaintiffs; J. W. Carlile, counsel for defendants Henare Tomoana, Moanaroa Kokohu, and Porokoro Tiakipo; H. D. Bell, for Karaitiana's trustees; E. ff. Ward, jun., solicitor and attorney for Arihi te Nahu, Hotene te Ruri, and Paramena Oneone; A. J. Cotterill, counsel for Arihi's trustees; Martin Chapman, counsel for Locke and Purvis Russell; E. H. Williams, counsel for Noa Huke.

In pursuance of clause 6 of the foregoing agreement, and in accordance with a notification published in Maori and English in the local Press, we commenced an investigation at Waipatu on Monday, 27th May, to ascertain who were the persons entitled, as Ngatihori, to participate in the Karamu Reserve, and the proportions in which they are interested.

Our joint inquiry was continued on the 28th May, at Waipatu; and on the 30th, Mr. Williams being engaged as Reviewer of Property Assessment, Mr. Lewis took further evidence himself to save time. On the 31st May and 3rd June we continued our joint inquiry, the 29th May and 1st June being occupied by Mr. Lewis in obtaining information required from the records of the Supreme Court.

Noa Huke being too infirm to attend the meeting at Waipatu, we visited him at his house at Hastings.

We append hereto notes of the proceedings at the several meetings held by us. They are necessarily much abbreviated, but fairly present the statements made by the Natives. Not being empowered to take evidence on oath, the information supplied to us was chiefly in the form of speeches, which could be greatly condensed without omitting any important point.

In our opinion the main, if not the only, equitable ground of claim to participate in the Karamu Reserve must be founded on the ownership, and occupation as proving such ownership, at the time of the first constitution of the reserve, and descent from such owners with continued occupation.

The name "Ngatihori" we found to be of considerable elasticity, expanding or contracting according to circumstances, and evidently could without straining be made to include Natives who do not adopt it, and others who, adopting the name, have never preferred any claim to Karamu.

The origin of the name was given by Tomoana, Otene Meihana, Meihana Takihi, and others in effect as follows: Many generations back Ngatihori had an ancestor named Te Taha, belonging to a hapu called Ngaitukuaiteangi. On his death the hapu was named Ngaitaha. A child of rank, not related to Ngaitaha, was subsequently born and named Hineitaia, and the tribes of Heretaunga considered the "ta" in the child's name an infringement of the *tapu* of the name of Te Taha, and changed the name of the Ngaitaha hapu to Ngatihori. Meihana, an old chief, stated that all the tribes in Heretaunga having the word "ta" in the names of their hapus changed their names. Amongst other changes the name of Tiakitai was changed to Ngahori.

The descendants of Te Taha, though all entitled on the above grounds to the name of Ngatihori, have settled down in various localities from Poverty Bay and Wairoa to Wairarapa, and adopted