

other names, and only the hapu residing in the neighbourhood of the Karamu has retained the hapu name exclusively.

Of this hapu some have largely participated in other blocks and have never made any claim to Karamu—Paora Torotoro, for example. One of his family, Raihauia, and a brother of Urupene Puhara, named Hohepa te Ringanohu, preferred a claim as Ngatihori, but they have never occupied the reserve, and the claim they now make appeared to us simply to arise from the thought that if a share of Karamu was to be had for the asking they might as well have it.

We have, in our award, considered that the words "the persons who shall be entitled under the designation of the Ngatihori hapu" were limited, as undoubtedly the equity of the case requires, as we have said, to members of Ngatihori who have occupied or have been brought up on the Karamu Reserve.

In a few cases the daughters of Ngatihori occupants have grown up and married into other hapus, and are now residing away from the reserve. Bearing in mind, however, the somewhat loose nature of Maori marriage-ties, we did not consider that such removal annulled the rights in such cases.

The ascertainment of the proportions of the several interests has been a work of considerable difficulty, and, while in the nature of the case we cannot claim that our awards are in every case logically consistent, we have endeavoured to make them equitable, which we understand by the terms of the compromise to be the chief end to be attained.

There is another class of cases. It is that of the persons not Ngatihori who have occupied the Karamu Reserve in the first place as visitors, but have remained for many years. These people have always known that their residence gave them no claim to the land; that they have simply been friends and visitors without any responsibility to remain. Some of this class come and go as they will, and some have taken their departure altogether. We therefore think that those remaining may be left to continue as they have hitherto been—unrecognised in the title, occupants so long as they choose to remain, subject to the will and friendship of the equitable owners. In many cases these "resident" visitors are related to the wives of the Ngatihori.

Unless in cases where they are Ngatihori themselves, we have not included in our award the wives of the Ngatihori occupants.

We have as a matter of convenience grouped the Ngatihori awardees together, and families more or less closely connected. This follows in large measure their own method of location in the past, and would be convenient to adopt in the future allocation of the land. We do not, however, understand that the partition we have made involves the immediate division of the land, although all occupation with different proportionate interests must mean eventually partition into sections representing such interests.

For purposes of convenient division into proportions, we have supposed the land to which the Ngatihori became entitled after the sale of the portion of the reserve required to pay costs, and adding the shares of Henare Tomoana, Noa Huke, and Manaena's successors, to be divided into one thousand shares. We hope that each share may represent one acre, but for the present purpose this is immaterial, and in our award we have stated the number of one-thousandth shares we consider each should receive as his proportionate interest. We think that the division we have made, and which has been arrived at after considerable difficulty, is not only equitable, but will, on the whole, give satisfaction to the Natives concerned.

We append hereto the notes taken by us and the lists handed in by the Natives.

We have, &c.,

T. W. LEWIS.

J. N. WILLIAMS.

The Hon. the Native Minister, Wellington.

In the matter of the Karamu Reserve, and of the action between Pene te Ua and another, Plaintiffs, and Samuel Locke and others, Defendants.

WHEREAS by an agreement entered into in open Court by counsel on behalf of the several parties to this action it was agreed as follows:—

Action to be settled on the 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