

No. 69.

Mr. Bridson.

A REFERENCE to the notes of the case will show that no particular portion of either lake was awarded to the Crown, and that no plan or description can be given the parties refused to hand in lists of names, and all that the Crown got was seventeen undivided interests, but how many interests there were was not settled; possibly that may be done by another Court.

28th March, 1883.

F. M. P. BROOKFIELD.

No. 70.

Native Land Court Office, Wellington, 2nd June, 1891.

Re Wairarapa Lake: I note by sundry memorandums on the file of papers pertaining to the above question that you are a person who "understandeth much on the matter." Could you kindly inform me if you are possessed of any additional information on the subject outside the several memorandums in your writing attached to the file.

Yours, &c.,

P. Sheridan, Esq., Government Buildings, Wellington.

A. MACKAY.

No. 71.

His Honour Judge Mackay.

REFERRING to your memorandum within, I desire to state that the deed, dated the 14th February, 1876, was intended and understood by both parties to set at rest all the difficulties which you are now investigating, and that in 1880 or 1881, when the validity of the said deed was first called in question, section 3 of "The Native Lands Acts Amendment Act, 1881," was specially drafted with the view of validating it.

9th June, 1891.

P. SHERIDAN.

No. 72.—COPY of CLAUSE 3 of "THE NATIVE LANDS, ACTS AMENDMENT ACTS, 1881," alluded to in Mr. Sheridan's memorandum of the 9th June, 1891.

SECTION 3, "In cases in the Native Lands Court, in which the Crown is interested, any deed or contract, or any other document, shall be admissible in evidence, and have due effect given thereto, notwithstanding 'The Native Lands Act, 1873,' or any other law in force to the contrary."

It is questionable how far this clause cures the invalidity of the Deed of 1876, which was not only contrary to the provisions of clause 87 of "The Native Land Act, 1873," but did not come within the provisions of clause 42 of "The Immigration and Public Works Act Amendment Act, 1871," nor were the provisions of that clause complied with in other respects.

Two of the names included in the order made by the Native Land Court, dated the 26th October, 1882—viz., the names of H. M. Rangitakawaho and Komene Piharau, are not attached to the deed of the 14th February, 1876, the purchase relied on for the acquisition of certain interests in the lakes. Their names appear only on a voucher with two others, dated the 12th February, 1876, acknowledging the receipt of £20 as an advance on the payment of £800 to be paid for the lakes.

A. MACKAY.

No. 73.

Wellington, 8th June, 1891.

J. H. Baker, Esq., Commissioner of Crown Lands, Wellington.

RE WAIRARAPA LAKES QUESTION: I do not know that I can add anything to what has already been supplied from this office in the above case, as His Honour Judge Mackay has in his possession copies of all maps, &c., bearing on the matter. I was glad to learn to-day from him that the Crown's title had been practically established for all lands north of where the Ruamahanga comes into the lake, excepting of course the admitted reserves. Regarding the area south of this point, I am at a loss to know how the description in the deed-receipt for Turanganui is to be got over (Turton's deeds, p. 458). To my mind it shows very clear that in 1855 the Natives knew perfectly well that they were selling down to the lake and Lower Ruamahanga River right down to the sea, excepting, of course, reserves over which there is no dispute; and, in support of this, I would submit that Sir Malcolm Frazer, who was the Native Land-purchase Surveyor at the time, or shortly afterwards, would not have shown on his plan, purporting to be a record of the purchases with which it was his special business to be familiar, that the Turanganui Block ran out to the lake and river if such had not been the case.

It is now urged strongly against the Crown's case that other two purchases have since been made by the Queen within the boundaries which it is now contended to be the original Turanganui purchase, and that therefore if it was necessary to do so in one portion of the block it is tantamount to an admission that the title to other portions may be faulty. With regard to this I would remark that of these two blocks—viz., the Taheke and Kumenga Blocks, I have only been able to peruse the former deed, the other I am unable to identify. I have compared the names to the original purchase with those of the subsequent one, and observe that none are common; and it has the appearance on the face of the transaction that an entirely different set of Natives set up a claim in 1862 to a portion of the land sold previously in 1855, and that the Government met it by paying the 1862 lot £300. I hardly think that this should be used now as a lever for getting further compensation under the guise of not having sold the flooded lands.

Regarding Mr Marchant's letter of the 22nd July, 1881 (No. 360/44), he tells me that he wrote it without a full knowledge of the circumstances. He said also that he knew the Natives were raising certain claims, and he wished to let it be known to Mr Gill, who was the Under-Secretary to the Land-purchase Department, that he (Mr Marchant) had really not gone into the dispute, and as a sort of intimation to Mr. Gill that the matter was more of a Native land-purchase than a survey one. Since 1881, however, Mr Marchant has given the whole subject his close attention, and he is