

1941.

NEW ZEALAND.

THE NATIVE PURPOSES ACT, 1937.

REPORT AND RECOMMENDATION ON PETITION No. 158 OF 1935, OF HONE RAMEKA AND OTHERS,
RELATIVE TO THE TAKAPAU BLOCK (MOKAU-MANGINANGINA).

Presented to Parliament in pursuance of the provisions of Section 16 of the Native Purposes Act, 1937.

Native Land Court (Chief Judge's Office),
Wellington C. I, 15th September, 1941.

Memorandum for the Hon. the NATIVE MINISTER, Wellington.

MOKAU-MANGINANGINA BLOCK.

I TRANSMIT to you the report of the Court, made pursuant to section 16 of the Native Purposes Act, 1937, upon Petition No. 158 of 1935, of Hone Rameka and others.

Briefly, the Court's recommendation is that, in palliation or mitigation of an allegedly unconscionable bargain made between the Crown's agents and the supposed *quondam* owners of the Mokau Block, a liberal percentage of the net proceeds derived from the sale of the millable timber on the land should be paid by the State Forest Service to the Tokerau District Maori Land Board as a trust fund to be devoted to the tribal purposes of the section of the Maoris concerned. In this recommendation I regret that I cannot, for the reasons hereinafter appearing, concur.

The complaint which was originally made in the petition was, in effect, that an area of land known as Takapau had been erroneously included within the boundaries as laid down for the Mokau Block, and that that area had not passed to the Crown. A somewhat similar point—namely, that the people who disposed of the Mokau Block were not the true owners of the whole of it—was taken on the inquiry before the Native Land Court, and that contention has found favour in the eyes of the Court. On this aspect it is relevant to note certain remarks contained in the report of the Commission on Native Land Laws (G.-1, 1891, p. vi) anent the system of sale and purchase in vogue at the time when the transaction under notice was completed. After describing the procedure followed, the Commissioners say: "No such sales were ever disputed. Disputes as to the correct boundaries might arise, but the contract itself, thus made in public with the tribe, was held irrevocable. One danger, however, always existed prior to the institution of the Native Land Court—the same land might be claimed by two tribes, or two hapus of the same tribe. No purchase from one of such contending parties was held binding by the other. On the contrary, the assumption of title by one of several claimants, emphasized by such a sale, made the other claimants more fierce and determined in the assertion of their rights." There is no suggestion that the Mokau purchase was conducted otherwise than after the usual manner; it is difficult, therefore, to escape the conclusion that the fact of the sale of the land to the Crown must have been a matter of common knowledge amongst the Natives in the district. It is to be remarked that the survey of the block was completed some months prior to the sale. There is no evidence of there having been any dispute at the time of the sale, nor is there any tradition of there having been, until recently, any contest touching the ownership of the land; and the absence, over so long a period, of the attempted assertion of any claim to the land, or any part of it, by others can only be indicative of an acknowledgment of the rights of those who did set themselves up to be the owners. And if there be any foundation to the claim now being pressed that other sections of the Natives were entitled to an interest in the land, their acquiescence, and that of their descendants, in the *status quo* for so inordinate a length of time must deprive the latter of a right to any measure of relief under that head.

Turning now to the matter which has been pointed to as being the crucial test of the good faith of the Crown in the deal—that of the purchase price paid to the Natives. The sum of £240 for 7,224 acres of rich kauri forest is averred to have been an outrageous price. Now, it may be premised that from the rise of the colony the intrinsic merits of kauri as timber, at all events for certain specific purposes, were recognized—witness, for example, the Proclamation put forth by Governor Hobson in 1841 which, after reciting that serious depredations had been committed in the kauri forests of New Zealand, and that Her Majesty had been pleased to direct that effective means should be taken for the preservation of kauri pine for the use of the British Navy, notified that all persons found stealing, cutting, or destroying kauri pine would be prosecuted with the utmost rigour of the law. None the less, it is obvious that at the time when the purchase was made there was no market for