innocent Maoris by this purchase, but that various Maori leaders of that day (1859) and of several generations following were also directly culpable for their failure to safeguard and uphold the rights of their tribesmen. The Court will hold that the burden of that injustice and that neglect should be borne partly by the Crown and partly by the Natives, but not wholly by the Natives as at present.

(3) For the Tamati Arena Napia section of the petitioners, Mr. Hall Skelton contended:—

(*a*) British property law applied in 1859. Sale deed was not properly executed. Some sellers signed by proxy. Vendors were not the true owners or all the owners.

(*b*) Natives thought the "Mokau" Block was being signed, as that was the only name in the deed. The words "Mokau and Manginangina" on the plan would be unnoticed.

(*c*) Boundary names were wrongly placed, and misled Natives into thinking they were selling the Mokau Block, farther north.

(*d*) Sale of 7,224 acres of valuable kauri forest for only £240 was an unconscionable bargain and therefore should be voided. Purchase Officer Kemp knew it was rich kauri forest, close to Waimate, and with a road.

(*e*) Kauri timber was valuable in 1859. This forest was close to settlements, roads, and sea. Milling industry was in full swing in 1859 for settlers' and Auckland needs.

(*f*) Same low price per acre was paid for valuable kauri forest as for poor scrub country. It was transactions such as this which brought into being the Native Land Court in 1862.

(*g*) Wi Hau and other sellers had no right to sell interests of other individual Maori owners.

(4) For the Hone Rameka section of the petitioners, Mr. Blomfield contended:—

(*a*) His clients or their elders were not parties to the sale in 1859, did not know about it, and should not be bound by acts of those who signed.

(*b*) Principles of Treaty of Waitangi were not observed.

(*c*) Vendors, witnesses, and Purchase Officer put through various other sales. Mr. Kemp wrote that Wi Hau was "the seller" of this 7,224 acres and was "a useful servant of the Government." Mr. Kemp acted both as Purchase Officer and District Commissioner, and thus had to check and scrutinize his own purchases.

(*d*) The big question of "surplus lands" is involved, because of the inadequacy of the price paid.

(*e*) The sale deed affected "Mokau," not "Manginangina" (including "Takapau"). Various sub-tribes had rights in Manginangina. Even in the Ngatiwhiu sub-tribe, many others were entitled besides Wi Hau. The vendors were not the true owners or the sole owners. No proper inquiry was made in 1858–59 to ascertain who were the rightful owners. Crown officers had no right to accept Wi Hau's statement that he was the owner.

(*f*) £240 for 7,224 acres of rich kauri forest was an unconscionable and even outrageous price. The 200 acre reserve awarded to certain persons was merely a sop. Kauri timber in 1859 had a good market value.

(*g*) Natives continued to occupy the land for many years after 1859, using it for orchards, cultivations, and pigeon-hunting without interference from Crown.

(*h*) Deed of sale did not comply with the English conveyancing law as to execution and witnessing. It should have been under seal and with all the formalities of a deed to comply with the Statute of Frauds. There is nothing to identify the marks of signatories and nothing to prove the authority of those who signed for others.

(5) Mr. Meredith, for the Crown, contended:—

(*a*) Deed plan indicated survey. Description in deed tallied with survey and identified the 7,224 acres. Therefore name "Mokau" was immaterial.

(*b*) Signatories to deed were rangatiras of Ngatiwhiu and recognized by Magistrate Clendon as leading chiefs. One signatory was Hare Napia, grandfather of Mr. Hall Skelton's principal client, Tamati Arena Napia. Also, one of the four who received the 200 acre reserve was Tamati's father, Arena Napia. Therefore the sale must have been well known to Ngatiwhiu.

(*c*) No applications for investigation of title for either Manginangina or Takapau had been lodged until recently, although surrounding blocks had been investigated in 1866, 1875, and 1878.

(*d*) On investigation of title for adjoining Waitaroto and Omataroa Blocks in 1866 and 1875 the elders of present petitioners did not claim inclusion.

(*e*) Early plans of adjoining blocks showed Manginangina as "Government land," including the portion now claimed to be "Takapau."

(*f*) The petitioners had not definitely indicated location of "Takapau."

(*g*) Hare Napia said in 1876 that Native title over the whole of Manginangina had been extinguished.

(*h*) Mr. Hall Skelton's clients claimed, *inter alia*, that other land called "Mokau" has been sold, but not Manginangina. Mr. Blomfield's clients, however, did not press this view.

(*j*) Only two of the signatories to the deed did not sign personally. In 1859 chiefs always signed for their tribes. The claimants were descendants of the persons who signed the deed and received the £240 and the 200 acre reserve. After a lapse of eighty years it was unreasonable to raise allegations of fraud. Execution of deed was in accordance with the custom of the time.