

16. The assertion that the persons, other than Wiremu Hau, who purport to be parties to the deed did not sign either by their own signatures or as marksmen, and were not present at the execution of the deed, is ill-founded. One of them, apart from Wi Hau, signed his name. The others all signed by mark. The document itself and all the facts and circumstances are consistent with the actual presence of all the parties named. For the use of the expression "proxy," in the sense that the person who actually signed or made the mark was acting as a proxy in the absence of the party, there is no justification. The deed was executed in the same way as deeds in those times were ordinarily executed where, as was generally the fact, the Maoris were unable to read and write or sign their names. But there is no justification for asserting, in the absence of proof or evidence, that the parties were not actually present and did not give authority for their signatures or marks to be placed upon the deed. Indeed, the experienced Native interpreter who acted in that capacity in the proceedings before us, and who was called as a witness by Mr. Skelton, said that all the facts and all the wording in connection with the signatures and the attestation of the deed were consistent with the actual presence of the persons who are stated to be signatory parties. The presumption which must be made by any Court or tribunal is that the parties were present at the execution of the deed and that the deed was properly and regularly executed, and there has been no evidence presented to us that in the least disturbs that presumption.

17. As to the assertion that the plan on the deed is "a bogus plan drawn by a young fellow called Fairburn who was only a cadet and was not a surveyor," the facts are that Fairburn was a surveyor, and apparently a surveyor of considerable experience. It is true that he was not, in 1859, a licensed surveyor, because at that time no such thing as the licensing of surveyors was in existence. It was only after the Native Land Act of 1862 was passed that provision was made for the licensing of surveyors, and Mr. Fairburn's name was apparently on the first list of licensed surveyors under that Act. Moreover, the plan was actually registered in 1858. The plan is complete with chainages, linkages, and bearings, and is genuine in every respect. The deed itself refers to an attached plan, and we can entertain no doubt as to the plan being actually on the deed at the time when it was executed. That, after the lapse of time that has occurred, would be the presumption in any case; but, quite apart from any presumption, we are satisfied from the evidence before us that there is no justification whatever for the assertion or suggestion that has been made. It is true that the reserve of 200 acres is not shown upon the plan on the deed, nor could it, indeed, be shown, because at that time the reserve had not been surveyed or actually set aside. The deed itself says or implies that the reserve was to be made and to be located in the future. Later on a survey of the reserve was actually made, and the boundaries were delineated for record purposes on Fairburn's plan. In any case, it is immaterial and has no bearing whatever upon the *bona fides* of the plan actually on the deed. It would appear that, comparatively recently (in 1934), a Mr. Holt prepared a plan of the block for the Maoris to be placed before the Native Land Court, on which he noted that there were no chainages or bearings on the western boundary. The plan itself was not admissible, because it did not comply with the regulations; but, be that as it may, Mr. Holt was apparently not a professional surveyor and must have been mistaken, because, in fact, Fairburn's chainages and bearings all round the block are complete.