

1908.
NEW ZEALAND.

NATIVE LANDS AND NATIVE-LAND TENURE:

REPORT OF NATIVE LAND COMMISSION ON LEASE OF WAIMARAMA BLOCK 3A,
HAWKE'S BAY.

Presented to both Houses of the General Assembly by Command of His Excellency.

Napier, 8th February, 1908.

To His Excellency the Governor.

MAY IT PLEASE YOUR EXCELLENCY,—

We have the honour to state that by section 46 of "The Maori Land Claims Adjustment and Laws Amendment Act, 1907," we, as Commissioners, were appointed to more accurately define the area of land which should be leased to Gertrude Ellen Meinertzhagen in Waimarama Block 3A in Hawke's Bay. In pursuance of this authority we held a sitting at the Courthouse, Napier, on the 7th and 8th February, and heard Miss Meinertzhagen and counsel and agent for the Native owners in Block No. 3A and its subdivisions. We found that the points in difference between the parties were few. There were three points—(1.) Should the lessors have reserved to them the wool-shed, sheep-dip, and sheep-paddocks, or should the lessee have these? (2.) Where should the north-east boundary be as between the Native lessors and the lessee? (3.) Should the lessee have any part of the land in the north in Block 3A No. 5 granted to two lessors—Pani Karauria and Tu Tiakitai—and Airini Tonore and Iraia Karauria, non-lessors?

(1.) The first point in difference was between those who signed the leases and Miss Meinertzhagen alone. We have already, in our report dated the 19th March, 1907, referred to by Parliament in the statute we have quoted, stated that in our opinion the lessee should have included in her lease the wool-shed, sheep-paddocks, and dip, and we see no reason to vary the opinion there expressed. As we have stated, however, we are of opinion that the lessors should have the proper use (which we will hereafter define) of the wool-shed, sheep-paddock, and dip, and access from their land to them and to the sea. We are also of opinion that the lessors should have 60 acres the western part of cow-paddock, as approximately marked by us on the plan "A" in red.

(2.) The second point was not strongly contested, and the parties, once the first point was settled, would really have agreed to the boundaries we now fix. The boundary will be as marked by the red line on the plan. Starting from the western end of the cow-paddock, the road-line will form the boundary until the second crossing of the Pouhokio Stream is reached at the point "B." The stream will then form the boundary until a point marked "A" on the plan is reached. Then the line will swing in a westerly direction to the boundary-line (see line marked "swinging-line" on the plan) so as to include 5,000 acres.

(3.) We have found some difficulty as to this point, as the land has not been partitioned, and it is owned by four owners, two of whom are non-lessors; but we think that, as it has been made part of Block No. 3A No. 5 (the total area of which is 6,090 acres 1 rood $20\frac{1}{2}$ perches), and as the lessors in that block own 2,103 acres 2 roods $26\frac{2}{3}$ perches, and none of their land has been taken to make up the 5,000 acres leased to Miss Meinertzhagen, we are of opinion that 60 acres of the 96 acres fronting the beach should be included in the lease to Miss Meinertzhagen, beginning at a point marked "D" on the plan, and swinging to the east or west of the point marked "E" on the plan, with the swinging-line stretching from "D" to "E." This will give about 36 acres to the non-lessors. The land seems to us valueless except for the purposes of a sheep-paddock for the working of the land leased to Miss Meinertzhagen. The non-lessors, however, and the owners urged that they would need access to the beach across the stream, and they also stated that the land might be useful for seaside residences. The 36 acres we have reserved to them are more than ample for such purposes.

We were invited by counsel for the Maori owners to find that this 96 acres and the other land which formed the sheep-paddocks, &c. (all called Paparewa Reserve), were of greater value, independently of the buildings, fences, &c., than land elsewhere in Block 3A. It was urged as a reason for so finding that the Maori owners had spent a great deal of money in trying to get this land given to them by the Native Land Court. How land mostly sandy flats can be transformed into rich pasture-land like some of the land on 3A by the fact that some of the Maori owners had perhaps spent its value in trying to obtain it was not made clear to us. Unfortunately, Waimarama is not the only block in which it has been found that Maori owners spend their means in fighting for the possession of land that is for practical purposes almost valueless. It may be that in some cases the land has a sentimental value, or their fighting may be an illustration of what the Americans call "cussedness." In this case it is not necessary for us to say under what head the attitude of the Maoris is to be explained.

The Crown is the owner of 717 acres 8 perches included in the 5,000 acres which we have set apart for the lease to Miss Meinertzhagen. We thought, considering the land that had been purchased by the Crown, that a larger area of Crown land might have been included in her lease. This, however, was found impossible, as the Crown had no land lying contiguous to No. 3A No. 6, and because the Native owners in No. 3A No. 6 refused to exchange their lands in this block for Crown lands situated in other blocks of the Waimarama Estate. We recommend as follows:—

(1.) That Miss Meinertzhagen obtain on lease the 5,000 acres as defined by us, and shown on the plan.

(2.) That it be a condition of the lease that the Maori owners of No. 3A No. 6, and those owners alone, shall have a right or easement over the wool-shed, sheep-dip, and station-paddocks connected with the wool-shed and sheep-dip, for such occasions during the year for shearing, dagging, docking, and dipping as may be necessary for the proper working of sheep-farming on No. 3A No. 6, but on that land alone; that they should have access to get out their wool and sheep from their land to the wool-shed, dip, and sheep-paddocks, and landing-stage on the beach, by a proper right-of-way when necessary.

(3.) That, if any dispute shall arise between the lessors and lessee as to when the wool-shed, dip, and paddocks are to be used, the same shall be settled by the Ikaroa Maori Land Board, or any other Board appointed in substitution for it, and the decision of such Board shall be final. This user of the wool-shed, sheep-paddock, and dip shall be by the lessors only for the sheep usually depastured on No. 3A No. 6, and not for sheep depastured on land elsewhere owned by the lessors.

(4.) That Miss Meinertzhagen, before receiving the lease, shall enter into a covenant to the effect we have stated regarding the wool-shed, sheep-dip, and sheep-paddocks.

We may point out that in our opinion no person can obtain a transfer from Miss Meinertzhagen of her lease or a sublease from her unless the provisions of

“The Maori Land Claims Adjustment and Laws Amendment Act, 1907,” are complied with.

We may add that the lessors will be Pani Karauria and Tu Tiakitai for the 60 acres before mentioned, and we think in equal shares—that is, 30 acres each. The rental at 6s. per acre will be £9 each. The Crown will be lessor of 717 acres 8 perches—that will be a rental of £215 2s. 3d.—and the balance of the 5,000 acres will be held from the Maori lessor-owners in proportion to the share of each in Block No. 3A No. 6 after deducting the Crown area.

As to the rents paid, and the occupation since the termination of the original lease, and the amount due for such occupation, these questions, we understand, may be referred to us by the parties for adjustment and settlement. If these questions are not adjusted or referred to arbitration we see in front of the Natives lengthy and expensive litigation. Unfortunately, that possibility has not hitherto deterred some of these Natives from resorting to Courts, and what has happened in the past may recur in the future.

We have the honour to be,

Your Excellency's humble and obedient servants,

ROBERT STOUT,

A. T. NGATA,

Commissioners.

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