

Mr. Vernon Reed appeared as counsel for the petitioners and other Natives interested, and Mr. E. Blomfield for the Herekino Land Company (Limited), the present owners of the block, and for purchasers from the company, and also for Messrs. Dunlop and Quartley, who were the original buyers from the Native owners.

On the matter first coming before the Court Mr. Reed stated that there was some prospect of the parties settling their dispute, and suggested an adjournment. Mr. Blomfield raised no objection to this being granted, but first pointed out that prohibition proceedings taken by the Native owners in the Supreme Court with a view to preventing the sale had been withdrawn in pursuance of an agreement then arrived at between the parties whereby a certain area was to be reconveyed to the Natives. The adjournment asked for was granted.

I had at this time received a telegram to the following effect: "*Re* Manukau: When will you open Ahipara?—A. T. McMATH."

I replied to this: "Manukau case before Court here. Reed representing petitioners. Settlement being discussed. Probable Court will not find it necessary to go to Ahipara."

I heard nothing further from Mr. McMath or from any other person as to Court being expected at Ahipara, although I was at Kawakawa on other Native Land Court business for some fortnight or so longer.

On the Court reopening later on the 6th both Mr. Reed and Mr. Blomfield joined in a request that further time be allowed them, as a satisfactory settlement seemed likely. This matter therefore was allowed to stand over till the following day.

The parties were absent till the afternoon of the 7th, discussing terms of settlement. At 2 p.m. on that day Mr. Reed, in the presence of many Natives and of the opposing parties, announced that an agreement had been arrived at, and handed into Court the document attached hereto marked "A," which sets out the terms arrived at. This was then read and interpreted into Maori by the Court Interpreter. Persons were then named as trustees for the Natives interested to enable a transfer to be made to them, and it was suggested that, as all the persons in the list of names attached to the agreement were not present, the President of the Tokerau Maori Land Board should be appointed to arbitrate in fixing the names and shares of the persons to be included in the lands returned if the Natives could not settle them by agreement. I would, however, suggest that power to deal with this matter be conferred on the Court under section 25 of the Native Land Act, 1909, if the necessity arises later on. Neither Mr. Reed, the Natives, nor myself, however, anticipate that the Natives will have any trouble in agreeing upon the persons to receive transfers. The persons named as trustees under the agreement were Karaka Rutene, Reihana Hemi, and Hare Huru. Their names were called in open Court, and no objection was taken to any of them.

Mr. Blomfield then put in the documents attached hereto marked "C," "D," "E," "G," and "H" [not printed], and the Court then gave notice that, if any one desired to say anything further, it was prepared to hear them. No one apparently desired to say anything further, and the inquiry closed amidst mutual expressions of good will between the Natives and the respondents.

There are a few remarks that I desire to submit for your consideration:—

1. That the petition of Karaka Rutene and others contains nine paragraphs, not one of which is directed against the first purchasers, Messrs. Dunlop and Quartley, nor is there any reference in the petition to the amount of the purchase-money being other than was stated to the Maori Land Board. In the settlement now arrived at is an express withdrawal of all allegations and complaints in the matter of the sale to Messrs. Quartley and Dunlop either as against the Board, the Native Land Court, or the purchasers. I find that the records disclose no evidence of impropriety on the part of Messrs. Quartley and Dunlop, and the present proprietors of the block (the Herekino Land Company, Limited) were not parties to the original sale, and had no knowledge of it so far as I can see.

2. Judge MacCormick, when cutting out the shares of permanent occupiers as directed by the Maori Land Board, gave those desiring to be excluded from the sale every possible opportunity to put their claims before him. This is conclusively shown in Native Land Court Minute-book 52 (Northern District), pages 9 to 75. It is also shown there that the Judge had before him a topographical sketch-map, prepared by Messrs. Foster and Miller, showing kaingas, flat land, cleared land, cultivation, &c., with valuations. This rendered it quite unnecessary for the Judge to visit the land. That he went as far as possible to assist the non-sellers is shown by the following entry on page 75:—

"Natives kept as far as possible on the good land only at what appear to the Court fair values, Court taking the view that it is better for the resident non-sellers to have a smaller area of good land than a larger extent of poor or bush land. Every Native in the block has had his kainga preserved to him, sometimes at decided loss to the purchaser, with one exception—Pai Komene, whose house, of no great value, is so situated that it would be impossible, having regard to the number of his shares and the general equity of partition, to put his interest where his house is. He must therefore move it or be compensated for it. According to the evidence it may be worth £20. It could not possibly be given any access to road, in addition to the other reasons against putting the interest there."

In my opinion the minutes show that the partition was most carefully considered. It was upheld on appeal, and the Appellate Court in giving its decision expressed the belief that the appeal had been lodged merely to hold up the sale for a time; and stated that, though the appellants had intentionally absented themselves from the partition Court, that Court seemed to have taken all possible steps to do the absentees justice.