

3. As to so large a sum as £120 being fixed as amount to be deposited as security for the respondents' costs in the appeal, the reason is plain. The grounds of appeal lodged by the appellants seemed to be directed against the decisions in six Manukau blocks, and it therefore appeared that there were six distinct appeals affecting different parties as respondents. The Chief Judge wrote the appellants' solicitors asking if it was intended as one appeal or six, and then, receiving no reply, fixed the deposit at £20 on each of the six cases—a total of £120. I submit no other course was open to him. On the hearing of the appeal, the deposit of £120 not having been lodged, an application was made by the appellants' counsel for reduction of the deposit to £25. The respondents then stated that as the notice of appeal did not indicate which orders were appealed against, they had been forced to prepare to defend six, and that they did not even then know which orders were the ones objected to. The Appellate Court, finding one decision only was questioned, reduced the deposit from £120 to £25, and the latter was the amount lodged. On giving judgment dismissing the appeal £10 costs out of the deposit were allowed the respondents, but out of this £3 12s. 6d. had to be paid to the Registrar of the Native Land Court, being the expense incurred by the Court in bringing certain papers from Kaikohe. The balance of £15 was refunded to the depositors. Therefore in this matter of the deposit the appellants had only themselves to blame for such a large amount being asked. They never paid the £120 into Court, and eventually the Appellate Court reduced it to £25: £15 of this was returned to them, only £10 being the amount actually taken as respondents' costs.

4. As to the agreement arrived at when the prohibition proceedings were before the Supreme Court, the letter attached hereto, dated 2nd September, 1916, Messrs. Earl and Kent to Mr. E. G. Blomfield [not printed], shows that neither Mr. Dunlop nor Mr. Quartley was to blame for its not being carried into effect.

5. There is a copy letter on the file from the Registrar to Mr. Quartley stating that the President of the Tokerau District Maori Land Board considered his explanation satisfactory and consistent with Board records, and that no further action would be taken. This was in reference to allegations that the purchasers had undertaken to pay the costs of survey and to pay £1 5s. an acre as purchase-money, not 17s. 6d., the amount named at the meeting of owners.

6. Mr. Blomfield during the course of the inquiry stated that there was on the file a letter written by Mr. Moore, solicitor acting for the Natives, to the Tokerau District Maori Land Board withdrawing all allegations against the Board. I have been unable to find this, but the present agreement contains a similar withdrawal.

7. I am of opinion, had Mr. Dunlop seen fit to attend before the Native Affairs Committee when this matter was before it, that the Committee would have been satisfied with his explanation. His failure to do so has been responsible for a considerable amount of trouble to himself and Mr. Quartley as well as expense.

I have, in response to a telegram from the Registrar of the Tokerau Maori Land District, sent all Manukau plans, files, and minute-books back to him. Application herewith.

I have, &c.,

W. E. RAWSON, Judge.

The Chief Judge, Native Land Court, Wellington.

“A.”—SETTLEMENT BETWEEN MANUKAU PETITIONERS AND PRESENT OWNERS OF MANUKAU LANDS OWNED BY HEREKINO LAND COMPANY AND MESSRS. QUARTLEY AND DUNLOP.

1. 65 acres shown on plan produced to be transferred by the company to such of the petitioners as are arranged between them and the Court, including such of the owners on list produced as have sold and not drawn their purchase-money.

2. 40 acres shown on plan produced having a road-frontage of 10 chains and a depth of 40 chains, being part of Section 1, to be transferred to such of the petitioners as mentioned in paragraph 1 hereof.

3. The sum of one hundred and forty pounds to be paid to the company out of moneys lying to the credit of the Native vendors in list produced with the Tokerau District Maori Land Board in respect to the sale of Manukau.

4. The above to be in full and final settlement of all matters and allegations set out in the petition, and to operate as a withdrawal of all allegations and complaints in the matter of the sale to Quartley and Dunlop, either as against the Board, the Native Land Court, or the purchasers.

THE HEREKINO LAND COMPANY (LIMITED),

A. G. QUARTLEY,

F. G. DUNLOP:

By their counsel—E. D. BLOMFELD.

On behalf of petitioners and parties on list produced—

7th September, 1916.

VERNON H. REED,

Counsel for same