In pursuance of this Act the Native Land Court sat in July, 1882, and the Natives sought to set aside the agreement of 1870 and to proceed on an investigation of title on the basis of ancestral right and occupation. They alleged that the names of many rebel Natives were in the schedule to the agreement, while many loyalists were omitted. The Court intimated that it had no jurisdiction to go behind the agreement, and could only recognize as being entitled those whose names appeared in the list, or the successors of those who had died in the meantime. The Natives then left in a body, and the Court made orders for the issue of certificates to the persons named in the schedule to the agreement in respect of the various blocks. In many cases, however, the names in the orders of the Court do not correspond with those in the agreement, as some of the persons named in the schedule did not get into any of the blocks. It is difficult to ascertain whether the lists submitted to the Court in 1882 were those compiled from the schedule or were those arranged by the Natives for leasing purposes subsequent to the 13th June, 1870.

The reason for the omission from the Court orders of persons named in the agreement or their successors is not clear. There is no evidence that they were dropped on account of the discovery of their disloyalty. It is now half a century since the agreement was signed, and all the leading spirits of those stirring times have passed away. It is therefore impossible to obtain any reliable information to account for the disparity between the agreement and the Court orders. A sum of £400 was distributed amongst the claimants as a solatium, but that does not seem to have weighed with the elders, as some of those who secured inclusion in the best blocks received also cash payments. The most probable reason for the omission of some of the contracting Natives is the fact of their having left the district and having ceased to assert their rights or to claim their rents. With the Native it frequently happens that "out of sight is out of mind," and it is well known that those who associated themselves with the Hauhaus ignored the Native Land Court, and their more astute relatives were ever ready to take advantage of their absence by ignoring their rights. Many Natives considered that the persons named in the agreement of 1870 and in the Court orders of 1882 were only trustees, and expected that sooner or later an investigation would be held under the Equitable Owners Act to determine who were the persons beneficially entitled; and it was not till 1896 that the Court af Appeal decided, in the case of Teira te Paea *v.* Ruera Tareha, that no trust was intended (15 N.Z. Law Reports, p. 91).

The Tarawera and Tatarakina Blocks do not, however, appear to have been included within the boundaries referred to in the agreement of 1870, but seem to have been recognized as part of the confiscated territory in all subsequent transactions. The land is mountainous, remote, and of little value, and the other blocks have been acquired by the Crown.

The only names sought to be included in the titles for Tarawera and Tatarakina are—(1) Hoani Ngarangi, (2) Rahera te Hautai, (3) Horiana Hinehou, (4) Wirihana Ponomai. As there is little valid objection to their inclusion, and as they did not get into any of the subdivisions of the confiscated land although mentioned in the agreement of 1870, I recommend that provision be made for their inclusion in the titles for the remaining Tarawera and Tatarakina Blocks. Application can afterwards be made to the Native Land Court for the appointment of successors to them. The addition of these four names should not prejudice any steps taken for the alienation of these two blocks.

The Hon. Native Minister, Wellington. M. GILFEDDER, Judge.

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