

84. The matter of the title to the land was then brought before the Native Land Court for determination. In dealing with it the Court was bound, of course, to decide according to Native custom, and was not entitled to consider or give effect to any agreement made by the Government with the loyal Natives. The result of the decision of the Court was that about eighty loyal Natives and about 121 rebels were declared to be the owners of the land. The matter was put through by the Native Land Court with unusual expedition, and the land was bought immediately afterwards by the Crown.

85. The result of the evidence is to establish, we think, that there was an agreement by the Crown to give the land in question to the loyal Natives. Mr. Locke and his superiors, although admitting clearly the existence of the agreement, apparently thought that the Crown was entitled to play fast and loose with it. Nothing was done to carry out the agreement, and then in 1872 the loyal Natives had to accept the agreement of the 6th August, 1872. But a change of circumstances made it inexpedient to carry out even that agreement. Peace had been made with the Ureweras, and it was evidently desired to placate them. Only one of them—namely, Makarini—had been included in the schedules to the deed of the 6th August, 1872. It would please them greatly, no doubt, if they were allowed to get a title to part of the land. To enable that to be done, the deed of the 6th August, 1872, had to be scrapped. It was ignored accordingly by the Crown, and the parties sent to the Native Land Court. They went before the Court, and although the Ureweras had been obstinate and notorious rebels they were allowed to get a title to the land, and no attempt was made to obtain a certificate under section 4 of the Act of 1868. In this way the Crown got rid of its undertaking to the loyal Natives, and their claim to the land was defeated. The result has been that the Ureweras got £1,250 of purchase-money which they ought not to have got, and have 2,500 acres of reserve which they ought not to have got. It has been suggested that the present claim was settled by the payment of £1,500 made to the loyal Natives in 1875, and was released by the agreement of the 15th January, 1876, signed by Ihaka Whaanga and 440 other Natives. At the hearing before us this agreement was not relied on by the Crown as an answer to the claim. The agreement certainly does not cover in terms the present claim. In consideration of the £1,500 the Natives released any further claims they had for services rendered during the rebellion, and they covenanted and agreed to convey absolutely all their right, title, and interest in the four specified blocks. These words, according to their ordinary meaning, must refer to the right, title, and interest which the Natives, or some of them, had acquired under the orders of the Native Land Court. They cannot be treated, we think, as covering a claim to land which had been promised to them by the Crown, but which had been vested in the rebels by the orders of the Native Land Court. The loyal Natives had not the shadow of any legal right, title, or interest in the lands thus awarded to the rebels. Their claim was against the Crown for compensation for the loss they had suffered by reason of the promise made to them and not carried out. We think, therefore, that the agreement is not an answer to the present claim, and that the petitioners have made out a case for relief. We recommend that a yearly sum of £300 be paid for the purpose of providing higher education for the children of Natives of the Wairoa District. Mr. Reed does not concur in this conclusion and recommendation, and has set forth his views on the matter in the subjoined memorandum.

*Petitions Nos. 14 and 15.*

86. These petitions referred to the purchase of Nuhaka No. 1 Block by the Crown on the 16th March, 1865. Petition No. 14 was filed in 1922, and sought relief on the assumption that the sale had not been completed by the Crown. The non-inclusion of the deed of conveyance in Turton's deeds gave rise to the belief that the deed did not exist. Petition No. 15 was filed in 1926, when the existence of the deed was known, and claim for relief was made on the grounds that the petitioners' elders did not take part nor obtain any benefit from the sale. The petitioners in No. 14 abandoned the allegation that there was no deed, and proceeded on the grounds stated in petition No. 15.