

(j) In 1856, on the final completion of the various purchases from the tribes owning land in the northern part of this Island, the Whakapuaka Block was excepted from the sale owing to the opposition evinced by Wiremu Katene to the action taken by Te Wahapiro in conjunction with the Ngatitoa Tribe in disposing of their claims to the Waipounamu Block without consulting the wishes of the resident Natives. He consequently declined to surrender any portion of the land claimed by himself at Whakapuaka within the boundaries determined on in 1845 by the agent of the New Zealand Company, neither would he consent to accept any portion of the purchase-money paid in satisfaction of the Native claims within the boundaries of the territory (known as the Waipounamu Block) ceded to the Crown under the deed of August, 1853, in case it might prejudice his rights to retain the Whakapuaka Block.

(k) As I have already stated in my memorandum of the 19th instant, Wi Katene positively declines to make application to the Native Land Court to obtain a title to the land at Rotokura. His view of the matter is that the Government having taken the land without consulting him should do all that may now be necessary to obtain a satisfactory title without seeking his aid in the adoption of a course especially repugnant to him for many reasons, particularly as he is of opinion that such action will cause him an infinity of trouble and annoyance before the matter can be settled. He apprehends that an application to the Native Land Court for the required purpose will be the means of reviving many old claims that have long since been adjusted by the mutual arrangement of the persons concerned, many of whom are since dead, but have representatives still living, who may possibly give him trouble in combating their presumptive claims, a condition of affairs which he does not feel inclined under the circumstances to bring upon himself.

(l) Another matter that has exasperated him in regard to this land is that he fancies the payment of the purchase-money is likely now to be postponed until after the Court has sat, a circumstance that will cause him some inconvenience, as he has already, on the strength of receiving the money within a reasonable time, entered into arrangements to expend the amount in the erection of a new house, and the date named for payment is fast approaching.

(m) Altogether he believes himself to have been wronged in the matter of taking this land against his wishes, although Government has consented to pay him the price he asked.

(n) It is not reasonable, therefore, to expect that he will readily acquiesce in a proposal that is especially objectionable to him, and I am afraid from his present temper that there is little hope of inducing him to change his mind, as he is a man of great obstinacy of character in land questions where his own rights are involved.

(o) In fairness it ought to be remembered that circumstances, to him very alarming and irritating, have wrought strongly on his mind, but I am nevertheless of opinion that he has conjured up a great many difficulties that are not likely to assail him; but he is so thoroughly prejudiced against the Native Land Court that he won't hear anything in its favour.

(p) There can be no question as to Wi Katene's title to the land, such a term of uninterrupted enjoyment under English law would confer a legal right on the occupant, the practical question, however, to be determined in the matter is to devise some satisfactory method for vesting the land in the Crown other than by application to the Native Land Court, as the owner will not invoke its aid without he can be assured that he will neither suffer annoyance or expense in so doing; and even under those circumstances I am not fully convinced that he would do so, as his last words to me on the subject were to the effect that if the Government desired the assistance of the Court that it must take the initiative.

(q) As there are no conflicting claims to the land at Rotokura, I would beg respectfully to suggest that the determination to refer the question to the Native Land Court should be reconsidered, and a more acceptable course to the owner adopted if possible.

*Memo. by Solicitor-General re Form of Receipt proposed to be signed by Vendors of Land at Rotokura to Crown.*

(r) I cannot say the receipts would be any security to the Government in the sense that it would confer a title, but it would, of course, bind the persons giving it to the statement contained in the receipt. In accepting a receipt as the only title, Government runs a risk of having possibly only a right of proceeding against the Natives to recover the money in case a title could not be made out.

(Sd.) W. S. REID, 7/6/77.

The Assistant Law Officer.

(s) Will you look into this matter and draft a deed which will meet what is now desired—an instrument that will be binding on the Natives in the meantime until legislation can take effect.

(Sd.) W. S. REID, 26/6/77.