

(f) Transfers with corrections.

In two transfers there is a correction in the date of the execution and in another a correction of a share, and in a fourth, correction of a name. The correction of the share is of little importance, having regard to the terms of the transfer, and the other corrections are really immaterial.

None of the above matters is worthy of serious notice, and they are mentioned only because it appears that they have been treated at times as matters of substance, whereas in reality they are trifling.

19. In general, the collateral and modifying agreements to which reference has hitherto been made were executed in accordance with the provisions of section 215 of the Native Land Act, 1909. There are four exceptions :—

(a) Agreements executed by Te Rere Arama :—

Although translations accompany two agreements executed on the 29th September, 1916, and the 3rd March, 1921, respectively, and are obviously in terms such that they could be certified, they do not in fact bear a certificate of correctness by a licensed interpreter of the first grade.

(b) Agreements executed by Mata Hare Terewai :—

(i) The signature of Mata Hare Terewai to a memorandum executed on the 1st July, 1920, in which she acknowledges receipt of certain payments for her house and surrenders to His Majesty the King all her right and title to the house, is witnessed by Mr. Bowler, who was a Commissioner of the Court, and by another who, however, was not a licensed interpreter of the first grade. The translation of the contents of the document is not, as it might have been, certified as correct by an interpreter. The memorandum relates solely to a house.

(ii) The final memorandum of the 8th September, 1921, was executed by Mata Hare Terewai at Rarotonga, where she was then resident, being married to a Rarotongan. Her signature was attested by the Registrar of the Native Land Court and Official Interpreter, Rarotonga, and by the Clerk and Interpreter, Native Land Court, Rarotonga. Neither of them was an official witness as mentioned in section 215, nor a licensed interpreter of the first grade under the Native Land Act, 1909. There is a certificate that the effect of the memorandum was explained to Mata Hare Terewai before she executed the same and that she appeared fully to understand its purport and effect. Although the requirements of the Act were not fulfilled, the procedure followed substantially corresponded with that prescribed. Any objection is one of technicality only.

20. There are, then, a number of instances where the formalities appointed for the due execution of instruments of alienation were not observed, but in no one of these can it be said that the interests of the Native vendors were prejudicially affected.

21. By section 372 of the Native Land Act, 1909, it was provided that no interest of a Native in Native land should be purchased by the Crown under the authority of Part XIX of the Act (relating to purchases by the Crown) at a price which was less than the amount at which the capital value of the interest was valued under the Valuation of Land Act, 1908, in the district roll in force under that Act at the time of the contract of purchase. If no such valuation was then in force, the Native Land Purchase Board was to require the Valuer-General to make a special valuation of the interest proposed to be acquired, and the interest was not to be purchased at a price less than the amount at which it was so valued.

The question as to whether this provision was duly observed is the subject of special inquiry later. It is sufficient to say at this point that the section contained a provision that no purchase should be invalidated by any disregard of its requirements.

22. Section 373 (1) of the Native Land Act, 1909, provided that, save in the case of a purchase made in pursuance of a resolution of the assembled owners duly confirmed under Part XVIII of the Act, a purchase of an interest in Native land should not be made by the Native Land Purchase Board unless the Board was satisfied that no Native would become landless within the meaning of the Act by reason of that purchase; and it should be the duty of the Board to make due inquiry in that behalf.

The duty of inquiry imposed on the Board was reiterated in, and the means of its fulfilment were prescribed by, subsection (10) of section 109 of the Native Land Amendment Act, 1913. This runs: "It shall be the duty of the Native Land Purchase Board, before completing a purchase of the interest of any Native owner in any land, to ascertain that such purchase will not render the selling Native landless within the meaning of the principal Act. The Native Land Purchase Board shall in each case obtain from the Registrar of the Native land district or districts in which any lands owned by the selling Native are situated particulars of all land in which such Native is beneficially interested."

I shall later consider whether the Board discharged the duty imposed upon it. Whether it did or did not is not germane to the question now in issue, for by virtue of subsection (2) of section 373 no purchase was invalidated by the failure to carry out that duty.

INTERESTS ACQUIRED BY THE CROWN.

23. Interests acquired by the Crown in the papakainga were on successive partitions located in the following subdivisions :

Block.				Date of Partition Order.
Orakei No. 1 Reserve A	..	..	..	9th October, 1918.
Orakei No. 1 Reserve B	..	..	..	11th October, 1918.
Orakei No. 1 Reserve C 1	..	..	..	19th March, 1920.
Orakei No. 1 Reserve C 2A 2	..	..	..	11th November, 1927.
Orakei No. 1 Reserve C 2B 2	..	..	..	18th December, 1928.