

ART II.—ORAKEI No. 2B.

Question 8 : Whether an agreement in writing or otherwise was entered into giving Wiremu Watene a right to repurchase six or seven acres, and, if so, whether the conditions of repurchase have been satisfied ?

OUTLINE OF TITLE.

76. The land known as Orakei No. 2B, containing an area of 42 acres 1 rood 18 perches, is comprised with other parcels in a partition order made by the Native Land Court on the 27th May, 1901, in favour of Wiremu Watene, *alias* Watene Tautari, as to two shares and Mereā Kingi as to a half-share.

The owners named sold their interests to the Crown, and the land was, on the 2nd May, 1917, proclaimed Crown land by Proclamation made under the authority of section 14 of the Native Land Amendment Act, 1914, and published in 1917 *New Zealand Gazette* at page 2051.

THE AGREEMENT.

77. Wiremu Watene signed a transfer of his interests in Orakei No. 2B block on the 15th November, 1913.

There is a conflict of evidence as to when a certain agreement was made and as to its terms. When the Crown Solicitor, Auckland, was appointed agent to purchase the interests of Natives in the Orakei Block, Mr. Mays first went out to the block with Mr. Kent. Ngapipi Reweti was upon the site when Mr. Kent and Mr. Mays arrived, and when they met Wiremu Watene. Ngapipi deposes that there was some discussion with Wiremu Watene as to price for his family's interests in the hill land and as to a reservation, but no arrangement was made except that a price of £200 an acre was acceptable. According to Ngapipi Reweti, Wiremu Watene made known his desire to reserve an area of 6 acres or 7 acres, which he had ploughed. Mr. Mays, however, said that he was not, when he saw Wiremu Watene, in a position to discuss the purchase, and no arrangement was made.

78. What followed is in dispute. Ngapipi Reweti stated that a meeting took place at the office of Messrs. Parr and Blomfield, solicitors, Auckland, Mr. Mays being present, when two documents, one being a collateral agreement reserving 6 acres and the other a transfer, were both translated by one, Matire de la Croix, and completed, the agreement making the reservation first, and the memorandum of transfer afterwards. Wiremu Watene Tautari is reported to have said in the inquiry before Judge Acheson, "There was some document, some paper, or agreement signed that the 6 acres would not be sold. That paper was signed in Blomfield's office. Mr. Mays was one of the lawyers that signed the paper that would give me back the 6 acres."

Ngapipi Reweti's account is at variance with that given by both Mr. Mays and Mr. Blomfield. Mr. Mays was acting for the Crown and Mr. Blomfield had acted and continued to act in various transactions as solicitor for Wiremu Watene and his daughter, Mereā Kingi. The accounts given by Mr. Mays and Mr. Blomfield substantially correspond. I have no doubt that in substance their statement are to be accepted as expressing what really took place and that any other account is based upon a mistaken and confused impression.

79. Mr. Mays stated that he had an interview with Wiremu Watene in his own office, at which he declined to buy Orakei No. 2B with any reservation. He learned from Wiremu Watene that Mr. Blomfield acted as his solicitor, and he referred Wiremu Watene to him. Mr. Blomfield said that Wiremu Watene and members of his family met him at his office and told him that they had sold their interest to the Crown. Mr. Blomfield said he was instructed by Wiremu Watene to act for him in the sale of his interest, and there was no question of any reservation. A transfer was prepared and sent to Mr. Blomfield's office. Wiremu Watene then completed the transfer at Mr. Blomfield's office, the signature being witnessed by Mr. Blomfield and also by Matire de la Croix, who is a licensed interpreter of the first grade. Mr. Mays was not present at Mr. Blomfield's office when the document was completed.

Mr. Mays said that at a later date, after payments on account had been made, Wiremu Watene called on him with members of his family. Watene said he would like the 6 acres that he had ploughed—that the family wanted it. Mr. Mays then agreed on behalf of the Crown to give him an option to repurchase 6 acres, or thereabouts, at cost. He wrote out upon two-thirds of a sheet of foolscap an option with some figuring showing the cost which included not only the money paid to the Natives but also loading costs—the option to be exercised within two or three years. This document, which was signed by Mr. Mays, was more in the nature of a memorandum of cost, although it was also an option. It was taken away by the Natives.

Mr. Blomfield confirms this by stating that there was later brought to him such an option. He perused it and described it in terms substantially corresponding to those given by Mr. Mays. The document was not left with Mr. Blomfield, according to the best of his recollection.

Mr. Blomfield subsequently discussed the option with Wiremu Watene and suggested that if Wiremu Watene wished to repurchase he should do it while he had moneys coming to him. Mr. Mays also deposed to a conversation with Wiremu Watene from which it appeared that Wiremu Watene personally was not concerned to repurchase, although members of his family were interested. He expressed some intention of leaving the district and going elsewhere. It may be noted here that Mr. Bowler, in a memorandum dated the 7th May, 1917, to the Under-Secretary of the Native Department, expressed the view that it was doubtful whether Wiremu Watene would avail himself of the option. At no time prior to Mr. Mays handing over in November, 1916, did Wiremu Watene intimate his intention of repurchasing, or tender the purchase-moneys.