

Renata and Tareha, who had sanctioned the proceedings, and who would be entitled to the principal share of any damages awarded. His evidence was partially corroborated by that of another Native, and your Petitioner Thomas was examined in defence and denied, as the fact was, that he had ever agreed to pay rent; he stated that the trespass was only occasional and accidental, and not arising out of any agreement with the Natives; that it had been permitted by the Natives throughout and was merely a permissive trespass for which the Natives if aggrieved might have impounded, but for which they could not recover damages; and it was argued by counsel on your Petitioners' behalf that the Court had no jurisdiction in the case, being precluded by the provisions of the Native Land Purchase Ordinance. Before deciding this case the Court determined to hear the counter case, when your Petitioners proved the facts so far as the rent claimed by the natives, their offer to pay £20, the Natives' refusal, the breaking down the fence by armed Natives, the assault upon your Petitioners and their wives, and the driving away of the cattle were concerned and it was proved by the evidence of the two Natives first examined that the conduct of Paora and his associates was known to, and sanctioned, and approved of by the chiefs Tareha and Renata; your Petitioners further showed that twenty head of cattle were driven away, consisting principally of milch cows, which never trespassed on the Native Lands, but were mustered twice a day to be milked; and that at first only sixteen and afterwards two more only have been returned to them; and besides these nine head of cattle were driven away by the Natives and have never since been returned or found; that by the abstraction of the said cattle your Petitioners lost the benefit of the sale and had at that time to pay £15 for the expenses of advertising and preparing for the sale, that the cows were kept by the Natives from the 14th October, 1861, to the 11th January, 1862, a period of nearly thirteen weeks, during which time the Natives milked them, but so starved and neglected them that they became greatly deteriorated in value and unfit for sale, and though your Petitioners limited their claim to £50 to bring it within the jurisdiction of the Court, in reality the loss they sustained greatly exceeded that amount, as the following statement will show, viz: expenses of sale, £15; loss of milk for thirteen weeks, £4 per week, £52; loss of milk for feeding calves and pigs, thirteen weeks at £1, £13; deterioration of value in the cows the Natives kept; twenty cows at £3 per head £60; value of two heifers in calf not returned £15; making in all the sum of £156. That during the whole of such thirteen weeks, your Petitioners' were compelled to forego their ordinary livelihood for the above cause; that the substantial correctness of your Petitioners' evidence was admitted by the Natives; on their behalf it was contended by their counsel that your Petitioners' losses were sustained by their own misconduct, and therefore the Natives were not answerable, and it was not attempted to answer the charges of trespass, nor was any defence made except as aforesaid for the violent breaking down of your Petitioners' property, driving away and detaining their cattle and assaulting them and their families. That the Court, including the two interested chiefs, after taking time to consider their judgment, awarded to the Maori Paora, the sum of £30 for grass money, and dismissed the summons of your Petitioners, who intended to appeal against such decision and declined to pay the damages so awarded against them; whereupon Mr. Crosbie Ward, who had taken the conduct of the Maories cases throughout, and had instructed the counsel retained on their behalf, but by whom they did not appear, though it must have been at the request of the said Mr. Crosbie Ward, or by the Provincial Government of Hawke's Bay, at his instigation paid into Court at Napier, the sum of £30, to the credit of your Petitioners, which sum they agreed to allow to be paid in discharge of the Natives' claim against them. That your Petitioners conceive the payment so made by Mr. Ward was an admission that the judgment of the said Court could not be supported on appeal, and must have been paid by him on that ground only, but your Petitioners say that a further redress is due to them, and the very serious loss they have sustained should have been taken into consideration by the said Court and made good to them. That your Petitioners are both in indigent circumstances, having great difficulty in earning their daily bread, and having in addition to the injury aforesaid, recently sustained several other losses. That unless your Honorable House is graciously pleased to administer some relief to them they will be ruined, and further, that unless the decision of the said Court is overruled or discountenanced, the Natives will be naturally induced to commit similar outrages under the apparent sanction of the law, and to the serious impediment of those friendly relations which a due administration of the admitted law without fear or favor to either race would unquestionably tend to create, and whereby alone the law will be respected, and the judgments of its Courts obeyed.

And Your Petitioners, as in duty bound will ever pray.

THOMAS SHIRLEY.  
HENRY SHIRLEY.