

induced to pay £382 for the survey, which was represented as having been completed, ready for the Court. He insisted that he should have security on the land as a lender according to the Act, but when the case came before the Court, it was found that the survey was not ready, and the case could not be heard. The Natives then tried to repudiate the arrangement, but Dr. Grace showed the agreement with Karaitiana, and demanded further security to the extent of £332 for the completion of the survey, &c.; and after expending £270 more on survey, the block passed through the Court. The Court fees, expenses of witnesses, &c., came to about £80 more, and at least £50 was paid to the interpreter to witness signatures under the Act, &c. He had asked £5 5s. a day, but a contract was made with him. Altogether, £730 was paid for survey and preliminary expenses,—about 10d. an acre.

The rent is £200 a year, but 10 per cent. on the amount advanced is deducted. The Natives wanted to sell a portion of the land to pay this debt off and avoid the interest, but as the owners are numerous, this cannot be done without bringing the land again into Court, and subdividing it; and if it cost upwards of £700 to effect a survey of the outer boundaries, and to pass the one block through the Court, what will it cost to individualize the claims?

There is also one-tenth of the rent, or £20 a year, to be paid to the Government, besides a sum of not more than 6d. an acre, a possible £450, for examining the survey. With such expenses, Native lands are depreciated fully 50 per cent.

No proceedings were taken against the first surveyor for not having completed his work, as the expense and trouble would have been great, and the personal advantage little.

The money the Natives receive does them but little good; they squander it away, and only become more improvident.

The Government should be the only purchaser of Native lands.

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STATEMENT of Mr. MAINWARING, Licensed Interpreter, with reference to Surveys.

In many instances the Natives apply to the Court for investigation of their claims purely as a matter of curiosity; they make loose agreements for the survey of their lands, and when pressed by the surveyors for their money are induced to give promissory notes, which they, poor men, often sell to some money-lender at a considerable discount.

It is the irregularity of payment that obliges the surveyor to demand high payment for his services.

Paul Tuhaere gave O'Meara a promissory note for £110, on account of several surveys at Kaipara. His original bill had been taxed in Court, and reduced from about £300 to this amount. O'Meara sold his promissory note to a money-lender for £75.

Hone Paama, of the Great Barrier, arranged with O'Meara for the survey of their lands at what under ordinary circumstances would be an enormous price, to be paid when passed through the Court. When the cases were called by the Court the Natives objected to their being proceeded with, and they were struck off the list. The surveyor could not get his money, and has now applied to the Supreme Court for redress.

Te Moananui, of the Thames, owes money for surveys for which he has given promissory notes, upon which he has been sued and judgment given against him; but he keeps out of the way at Ohinemuri; and being only one of several grantees, his interest in land is not defined, and if he were brought into Court it would probably be asserted that he had little or no interest in the blocks of which he is the grantee.

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EXTRACT from Proceedings of a Court held at the Native Land Court Office, Auckland, on the March, 1871.

PAORA TUHAERE v. O'MEARA.

(Assessment of Survey Charges.)

*Edward O'Meara* (sworn): I am a licensed surveyor. I got Oneonenui surveyed by another licensed surveyor, at Paul's request. I charge 2s. 6d. an acre. That is a fair charge, considering the delays made by Natives. £4 4s. for attendance at Court; these are my attendances for two days. The delays are great, and increase the expense.

*By the Court*: Was any Native agent concerned in this matter?—Yes.

Was any commission agreed to be given to him?—Yes, every agent gets it.

How much?—Ten per cent. on the sum received.

Order for £49 4s. The original demand was for £112 11s. 6d. for 787 acres.

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Wednesday, 22nd March, 1871.

HONE PAAMA v. O'MEARA. Settlement of Bill of Survey in Great Barrier Island.

(Extract from Te Marini's Statement, taken by commission by consent.)

TE MARINI affirmed Mr. O'Meara said, "Friend, let the land be surveyed." I answered, "It is not right to survey, because of Captain Heale's survey." They (*i.e.*, R. De Thierry and E. O'Meara) said, "Have it surveyed or the Government will take it. You are merely squatting; if you do not have it surveyed the Government will take it. If we survey it the payment will be very small." I was vexed on account of these sayings, and on account of my being vexed I agreed to have it surveyed. I and Hone Paama said, "We have no money to pay; we have no money whatever." R. De Thierry said, "Never mind how long it is." I was vexed at what they said to me, and I agreed to the survey. We asked, "What would be the payment at the cheap rate?" They said, "5d. per acre." When Frasi returned to Auckland he made the charge of 1s. 6d. per acre. He demanded immediate payment, to pay £100. If those words about the Government had not been stated, I should not have agreed to the survey. If I had been told that the payment would be 1s. 6d. per acre, I should not have agreed to the survey.