this class have a keen perception of the way to make the best case. Granting that the debt may be regarded as tribal to some extent, still it appears to us that the native people naturally and justly look to their reserves as securing to them an inalienable provision, and that this just and natural expectation has, in the present case, if the transactions in question be legal, been disappointed.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. V.

COMPLAINT No. 7.—*Ex parte* BOYLAN *(Mangateretere, E)*.

This was a complaint against Henare Tomoana for non-performance of an alleged agreement for sale of a share in this block. Upon opening the complaint, it appeared that Henare's execution of the conveyance was subsequent to the "Native Lands Fraud Prevention Act, 1870;" and that the certificate of the Commissioner had been refused, on the ground that a part of the consideration was a debt for ammunition. We dismissed the complaint, conceiving ourselves not called upon to review the decisions of the Commissioner, and there being no ground of complaint against Henare.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. VI.

COMPLAINT No. 8.—*Ex parte* CANNON AND WIFE *(Koroki, No. 1)*.

Complainants were William Alexander Cannon, a settler residing at Te Aute, and Mary Ann, his wife. Mary Ann Cannon is a native woman, whose Maori name is Hokomata.

The complaint related to a block called Koroki (No 1), containing 9 acres 2 roods, granted pursuant to certificate of the Native Lands Court, to Te Hapuku, Te Hei, and six others, including Hokomata. The grant bears date July 10, 1871.

The block appeared to have been conveyed by all the grantees to William Ellingham, in fee, in consideration of £300, by Deed dated 2nd December, 1869. Hokomata had executed by her mark in the presence of George Worgan and Henry Martyn Hamlin, both of the witnesses being Licensed Native Interpreters. The affidavit required by section 32 of the "Native Lands Act 1867," appeared to have been made by George Worgan, and to be endorsed on the Deed.

The complainant appeared in person. The substance of the complaint was:—

1. That Hokomata did not know what she was signing.
2. That she had not received a fair share of the purchase money.
3. That she had signed without the concurrence or knowledge of her husband.
4. That Cannon had not conveyed his own estate in the block.

Messrs Neal and Close, as mortgagees of the block, and Mr. W. Rathbone, as transferee of their mortgage, appeared by counsel in opposition.

The purchaser Ellingham did not appear. As to the first point of complaint: it was proved that Hokomata having been paid £1 by Worgan, on signing, was subsequently paid another £1 by Te Hei, a leading woman of the *hapu*, and was at the same time told by Te Hei that her name was washed, or rubbed, out of the grant.

Hokomata received the money, and made no protest. She appeared to be a woman of fair average intelligence, and the usual means seem to have been taken to explain the transaction to her. Mr. Hamlin testified that the Deed had been interpreted and explained to her by Worgan in his presence. Probably she understood what she was doing as well as she was capable of understanding it. But she seems to have been ready to sign anything in order to get a little money at once. It was further proved, that the whole consideration money of £300 was laid on a table in the presence of Te Hapuku, Te Hei, Haurangi, and other natives. Worgan said, "there is the money, you settle the division among yourselves." Neither Hokomata nor her husband seems to have been present.

We came to the conclusion that, as regards the purchaser, the transaction was altogether clear of fraud.

As to the second point of complaint:—the grant being subsequent to the "Native Lands Act, 1869," it seems that the amount of the share of each grantee must depend on native custom. It is at least certain that it cannot be determined by English law. Without entering upon the general question, whether the precise amount of each share can in every or in any case be determined strictly by native usage, it is sufficient to say, that the evidence before the Commissioners in the present case did not justify any definite conclusion as to the amount of Hokomata's share. It appeared to be a small one; and two out of the three Commissioners who heard the case were of opinion that it sufficiently appeared that the payment made was not adequate. The examination of some of the principal persons of the *hapu* might have led us to a more definite result, but the importance of the case did not seem to justify further investigation. We were at all events of opinion, that the claim of Hokomata to further payment was only against the other native grantees.