

REPORT ON CASE No. XXV.

COMPLAINT No. 138.—*Ex parte* HENARE MATUA (*Tamaki*).

This was a general complaint preferred by Henare Matua respecting the purchase by the Government of the Seventy-Mile Bush. It appeared, in the course of our inquiry, that Henare has no personal interest in the lands in question, but represents a number of dissentients from the sale.

The whole district, estimated to contain about 305,000 acres, has been divided by the Native Lands Court into seventeen separate blocks, which have been allotted by the Court to different groups of claimants. Out of the seventeen blocks two selected by the natives, containing 41,000 acres, were made inalienable by the Court. Seven of the remaining blocks have been completely purchased by Government. The Crown has also acquired shares in five other blocks. Three blocks remain in which no share has been acquired by the Government, as the majority of the grantees objected to a sale. Of eighty-six persons included as future grantees in the orders for certificate issued for the twelve blocks in which the Crown has acquired an interest, seventy-seven have conveyed to the Crown. There are nine dissentients who still hold to their shares in the five blocks above mentioned, viz., in the Rakaiaitai block five, and one in each of four other blocks. Besides the 41,000 acres made inalienable, the Government has made additional reserves to the extent of nearly 20,000 acres, so that the reserves are equal to one-fifth of the total area of the district.

The complaint against the Government resolved itself into one against the proceedings of the Native Lands Court, which Matua assumed to have been the mere instrument of the Executive in effecting the purchase. We should probably in an ordinary case have refused to entertain any complaint in the nature of an appeal from the Native Lands Court. Seeing, however, that in the present case the proceedings in Court were with a view to a purchase by Government which was immediately afterwards effected, we considered that we ought to hear the complaint.

Nothing definite was advanced against the orders of Court. The complainant asserted in a general way that people entitled had been left out of the grants, and insinuated that Government influence was used to exclude known opponents of the intended sale. He was requested to name, if he could, some particular case or cases in which injustice had been done, but he did not reply to the challenge. Henare Matua also made a point of the mode in which the surveys had been conducted. We could not, however, find that in this there was anything underhand or irregular. It appeared that the Land Courts were fully attended by both the sellers and their opponents, and we had not a tittle of evidence laid before us to lead us to suppose that anything has been done in this case which is not in the ordinary course of procedure.

It appeared that Matua had demanded that the Government should set aside the proceedings of the Court, and should refer the whole matter of the division of the district to what he calls his runanga. In fact, though his bearing in Court was unexceptionable, his attitude is that of denying the authority of the Lands Court to determine conclusively upon Native title.

Compliance with such demands is evidently impossible. No particular grievance was proved to exist, and we reserve remarks upon the larger questions opened by this case for our General Reports.

C. W. RICHMOND.

REPORT ON CASE No. XXVI.

COMPLAINT No. 148.—*Ex parte* ERU TE TUA (*Pukahu Block*).

This was a complaint against the Provincial Government in respect of the Pukahu block. The complainant, one of the eight grantees of this block, denied that he had signed the deed of conveyance to the Provincial Government; but he admitted receiving £15 out of the consideration money of £3,600. The purchase money was paid over in one sum to the natives present at the completion of the sale of the block, as they were unable at the time to agree to a division. The £15 paid to complainant was taken to him by Henare Tomoana and Enoka te Rua. The latter, who was the principal local claimant, is since dead. Henare Tomoana, who was examined by us, was not a grantee, but had been heading an opposition to the sale, which through the influence of Karaitiana had been withdrawn. The conveyance was produced, and appeared to have been executed by all the grantees—several of them, the complainant amongst the number, merely putting their crosses. The signatures were attested by Mr. Francis E. Hamlin, as interpreter, and also by Mr. Locke, the Honourable H. R. Russell, Karaitiana, and Tareha. The claimant persistently denied ever having executed; and neither Mr. Hamlin, Mr. Locke, nor Karaitiana, had any distinct recollection, independently of the documentary proof afforded by their signatures to the attestation clause, of having seen Eru sign. Under these circumstances there appears to be a possibility that some other native may have been mistaken for him. However, this seems to be, in regard to the objects of our inquiry, of no very great moment,* as it is evident that the complainant consented to the sale of the block, received part, though but a very small part, of the proceeds, and has lain by for a period of more than six years without raising any objection. Under these circumstances he ought, even supposing that he did not in fact execute, to be left to such legal remedy, if any, as he may have.

With respect to the share of the money allotted to complainant, that was the doing of the natives themselves. It is impossible for us to revise their decision in the matter; more especially after so long an acquiescence on the part of the complainant.

C. W. RICHMOND.

* Ko te paanga o Eru te Tua ki tenei whenua kaori i riro i roto i te hokonga ki te Kawanatanga.