

Ko toua tangohango ki te tekau ma-rima pauna (£15). He me a hoa, tu noa na tetahi, a tangohia ana e ia. He aha hoki to te kai noa atu ?

WI HIKAIRO.

[TRANSLATION.]

The claim of Eru te Tua has not been extinguished by the sale to the Government.

The £15 received by him was given gratuitously by the others, and taken accordingly. Of what avail is anything used in that manner, *i.e.*, under those circumstances ?

I agree to the above note by Mr. Hikairo.

F. E. MANING.

## REPORT ON CASE No. XXVII.

CROWN PURCHASE No. 1 (*Tikokino*).

In this case it was at once admitted by Mr. Locke, on behalf of the Government, that an agreement had been made by Mr. G. S. Cooper with Renata Kawepo, for enlarging the native reserve at Tikokino by the addition of 200 acres. Unfortunately this agreement was made after the extinguishment of the native title had been proclaimed, and the block had been handed over to the Provincial Government; and a part of the land in question has been sold. But the claim has been recognised by Government as a just one, which must be in some way satisfied.

C. W. RICHMOND.

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

## REPORT ON CASE No. XXVIII.

CROWN PURCHASE, No. 2.—(*Whenuahou*).

The dispute in this case relates to a piece of land adjoining the inland boundary of the Porangahau block. It formed a portion of the block, sold to the Crown in 1854 by Hori Niania and Hine Paketia, known as the Umuopua block. The title of the Crown to this block was disputed by the Porangahau natives, who had received no part of the purchase money. In 1858, when the purchase of the Porangahau block was completed, this dispute was supposed to have been settled; but unfortunately the present controversy has arisen as to the terms of the arrangement then made.

The nature of the arrangement in question was, that the boundary of the Porangahau block should be extended beyond the original limits of the block offered for sale under that name, so as to include the greater portion of the Umuopua. At the same time the price of the Porangahau block was to be augmented from £1,400, which was first offered, to £2,500. The controversy is as to the portion of the Umuopua left outside the boundary of the Porangahau block. On the one hand, the native complainants contend, that the Crown, as a part of the arrangement, surrendered its rights, derived from Hori Niania's sale, over that portion of the Umuopua. The Government, on the other hand, maintains that the portion left outside was to be considered as having been bought with the money paid to Hori and Hine; the Crown having agreed, in order to satisfy the opponents of Hori's sale, to pay for *over again* the portion included within the boundary of Porangahau, but having by no means given up what was left outside.

The figure of the piece in dispute is an irregular triangle, one side of which, from Kiriwai to Hakekino, forms the inland boundary of the Umuopua. The area exceeds 3,000 acres. The name "Whenuahou," is taken from a small *kainga* close to the boundary of the block on the edge of the Seventy-Mile Bush. The Porangahau boundary was surveyed by Mr. Pelichet, who died many years ago. The Umuopua had never been surveyed at the time of Mr. Pelichet's survey; which, in accordance with the arrangement just explained, took in the larger portion of it. Mr. Pelichet did not survey that portion which was left outside the Porangahau block.

Henare Matua conducted the case for the native claimants, and himself gave evidence before us that Mr. M'Lean had distinctly agreed, on the purchase of Porangahau, to return a part of Hori's block to the natives. According to this witness, the division of the block was to be left to the natives themselves—not a very likely arrangement. A large number of natives accompanied Mr. Pelichet to point out the extended boundary of the Umuopua as far as the Maharakeke, a stream which crosses the boundary at some distance east of Kiriwai, its inland extremity. At the crossing of the Maharakeke they struck off to the southward, to the hill called Hakekino, leaving outside the boundary the piece in dispute.

Mr. G. S. Cooper, who was at the time the District Land Purchase Commissioner, altogether denied any agreement to return a part of the Umuopua, asserting on the contrary, that there was a distinct understanding that the objections made to the purchase from Hori and Hine (the validity of which had never been allowed by the Crown) were to be abandoned; and that the title of the Crown to the excluded portion of the block, as well as to the portion included, was thenceforth to be recognised by the Porangahau natives.