

If this were the real intention, it is certainly to be regretted that the boundary of the Porangahau block was not carried back to Kiriwai, which would have been a clear confirmation of the title of the Crown to the whole of the Umuopua. We asked Mr. Cooper why this was not done, and he was unable to satisfy us upon the point.

However, the mere non-inclusion of Whenuahou within the boundary of Porangahau, is certainly in itself insufficient to prove that the Crown abandoned its right over that piece of land. Mr. Locke gave some important evidence, showing that there has been no such abandonment. In 1862 that gentleman was a district surveyor under the Provincial Government, and was marking off land to be put up to auction on the Ruataniwha plains. For that purpose it was necessary for him to make himself acquainted with the native boundaries in the district. Having been but a few months in the province, he applied to Mr. Cooper for the required information. Mr. Cooper met him on a day appointed for the purpose at Mr. Johnston's house, which is close to the boundary of the disputed ground. With Mr. Cooper were Mr. Purvis Russell and Hori Niania. Mr. Cooper, who confirms Mr. Locke in these particulars, adds the important circumstance that Hemi Ngarangiengana, chief of the Nga-i-tahu, one of the resident *hapus*, was also of the party. Hori pointed out as the inland boundary of the Umuopua, a stream which is in fact some distance to the seaward of it. This fraud, for such Hori admits it to have been, was not detected at the time; and it was unnecessary to survey the inland boundary, because the land applied for was all clearly to seaward even of the boundary indicated by Hori. On Mr. Locke becoming better acquainted with the Nga-i-tahu, they told him that he had been misinformed by Hori. Accordingly, when in 1864 or 1865 more land on the block was applied for, Mr. Locke asked Karaitiana, who had assumed the leadership of the Nga-i-tahu, to get one of the old people to point out the correct boundary of Hori's block. Karaitiana complied, and in company with some fifty men went over the boundary with Mr. Locke. Neither on this occasion, nor at any other time since his visit with Mr. Cooper, though Mr. Locke had been in the district during the whole interval, did he hear any dispute raised about the inland boundary of Umuopua. After this second visit of Mr. Locke, the land was surveyed for the Provincial Government by Mr. Ellison. The true boundary of Hori's block seems to have been the edge of the bush; but in attempting to survey this boundary Mr. Ellison was interrupted by a native living on the ground. In consequence of this interruption the survey was postponed till the following year. In the meantime an adjustment was made with the resident natives, by which the survey line was to be carried at some little distance from the bush, so as to leave them the bays formed by its margin. After this the survey was completed without further difficulty.

Karaitiana was examined by us, and endeavoured to lessen the force of this testimony. He declared that Mr. Locke had misled the natives, by telling them that the whole of the Umuopua *went* when Porangahau was sold. This, he said, removed the objections of some who had intended to oppose Hori's boundary. But the natives present could never have been misled by anybody into believing that the Porangahau boundary went back as far as Kiriwai; many of them must have known perfectly that it turned off south at the crossing of the Maharakeke. The facts of the case were better known to them than to Mr. Locke. Not only must they have perfectly well known that the land in question was outside the boundary of the Porangahau block, but, had there been any such agreement as Henare Matua pretends for surrendering that part of Hori's block which lay outside that boundary these natives, living on the spot, must have been aware of it, and would have objected altogether to Mr. Ellison's survey. It is incredible that these resident natives should have remained for six or seven years in ignorance of such an agreement had it existed.

It further appears, that for the last twelve years Mr. Johnston has been in undisturbed possession of the disputed ground. Portions of it, of which he has acquired the freehold by purchase from the Crown, have been fenced and ploughed by him and laid down in grass, and large gum trees planted by him stand on a part of it immediately behind his homestead.

Henare Matua made a statement, that some years—he did not know how many, perhaps six years ago—£240 was paid by Mr. M'Lean on Mr. Johnston's behalf for the pasturage of sheep on Whenuahou. Mr. Locke knows nothing of any such payment. We were unable to examine either Mr. M'Lean or Mr. Johnston; but from a letter which we have received from Mr. M'Lean, it appears that he has some recollection of a payment being made to the natives by Mr. Johnston on his private account. In the same letter Mr. M'Lean also confirms, but in somewhat vague terms, Mr. Cooper's account of the settlement come to at the time of the Porangahau purchase.

On the whole, although from the absence of material witnesses we were not able to sift this matter of the grass-money as thoroughly as we could wish, we think that the acquiescence in Mr. Ellison's survey makes it pretty clear that the present claim is an after-thought on the part of the natives, and that there is no valid ground for the complaint. The claim seems to have been invented about the time of the first Land Courts, when natives were looking round for every piece to which they could set up a title.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning. See his separate Report on the case.

REPORT ON CASE No. XXIX.

CROWN PURCHASE No. 2A.—*Takapau (part of Whenuahou).*

This was a complaint by Karaitiana Takamoana and Henare Matua relative to the boundary of a portion of the block called Omarutaieri, bought by the Crown of Hori Niania and Hine Paketia in 1859. It being represented to us on the part of the Government that Takapau is understood both by the Government and the natives to be included under the name of "Whenuahou" in the schedule to the Act appointing our Commission, we consented to hear the case.