

REPORT ON CASE No. XIII.

COMPLAINTS Nos. 1, 17, 79, 96, 129, 133, 134, 150, 154, 158, and 180.—*Ex parte* KARAITIANA TAKAMOANA, HENARE TOMOANA, AND OTHERS (*Heretaunga Block*).

PART (1).

ELEVEN separate complaints have been laid before the Commissioners by Natives in reference to the alienation of this land; seven by Natives against Natives, and four by Natives against the European purchasers. Some of the complaints made contain several distinct charges, and the evidence, the taking of which occupied over a month, and which will be separately reported to Parliament, is very voluminous.

The four principal complainants in the Heretaunga case against the European purchasers are four of the sellers; they are all principal chiefs in the Hawke's Bay district, are prominent actors in what seems to me to be a general movement amongst the Natives to procure a revision of all they have done for some years back in the alienation of lands to the European settlers, whether by sale, lease, or mortgage; and the allegations which they make with the purpose to invalidate the title of the purchasers of the Heretaunga Block, are almost as numerous and varied as they well could be.

I propose, therefore, for the avoidance of confusion, to report in as concise and practical a manner as I can, my opinion on each complaint, taking them *seriatim*, as I find them printed in the Hawke's Bay Government *Gazette*, noticing also such charges or complaints as arose, or were brought forward incidentally in the course of the investigation, but leaving the consideration "of such measures as may tend, in my opinion, to prevent in future the occurrence of similar grounds of complaint" for a further and more general report.

Complaint No. 1 is by a Native, Paoro Torotoro, against the Native grantees of the Heretaunga Block, and is stated thus: "Grantees did not divide purchase money amongst the owners not included in the Crown grant."

It appears to me from the evidence that, at the time the Native title was extinguished by the issue of a Crown grant to ten Native owners, some agreement or understanding existed, or had been entered into, between the complainant and others having inferior interests in the land* and the grantees, or some of them, to the effect that, in the event of the sale of the land, which was then in contemplation, they, the present complainants, should receive from the grantees some undefined proportion of the purchase money in composition of their rights or interests in the land, whatever those rights or interests may have been.

Henare Tomoana, one of the Native grantees who sold the land, and whom, from the general evidence, I take to be the person having the largest interest of ownership in the block, acknowledges the justice of the complainants' demand, and says that the complainants would have received some consideration for their interests had any part of the purchase money remained on hand after the heavy debts of the grantees had been paid; to the paying of which debts the whole of the purchase money had been applied. The same witness, being questioned by the Court, acknowledged that he and some others of the grantees were virtually indebted to the complainants for the value of their interests, or, rather, as the witness seemed to understand, for the value of such indefinite sum as he and the other grantees might have thought fit to give them, in case they, the grantees, should have a balance on hand after having paid off their debts.

Manaena, another of the grantees, in his evidence agrees with the statement of Henare Tomoana, and acknowledges that the complainant Paora Torotoro has claims on the grantees which have not been satisfied.

Tareha, also a Native grantee, who sold his share in the land separately, agrees that the complainant has a right to receive some money, but giving no intimation that he himself had any intention of giving him anything.

It is certain, however, that the whole of the purchase money was not expended, as stated by Henare Tomoana, in the payment of the debts of the grantees; a considerable balance remained, which was appropriated apparently on his own authority, and without any consideration of the interests of the complainant in this case, by Karaitiana Takamoana, another of the Native grantees, and one of the sellers of the land.

On the whole, I am of opinion that the complainant Paora Torotoro has some inferior interest in the land, which interest he has either neglected to bring before the Native Land Court, or has not insisted upon its recognition by that Court, as he should have done, in consequence of his having trusted the grantees to make him a compensation for his interest whenever the land might be sold. This the grantees appear not to have done, and the complainant does not seem to understand definitely what the value of his claim is, or what sum of money it can be represented by.

This complaint is of a nature such as can only be properly settled by parties themselves; but, although the complaint is made ostensibly against the grantees who sold, I think the complainant has had the expectation that the Court would order the European purchasers to pay him a sum of money, or return to him a part of the land.

PART (2).—COMPLAINT No. 17.

This complaint is made by Waka Kawatini against Messrs. H. Parker, T. Tanner, J. N. Williams, J. N. Wilson, G. E. Lee, and J. Cuff, and is stated in the Hawke's Bay Government *Gazette* as follows:—

"Taken my land from me; beg matter be looked into."

The complainant in this case sold his interest in the Heretaunga Block, executed a formal conveyance, and received in consideration cash and goods to the value of £1,000, a sum which does

* See my General Report.