

PART (10).

Objections were made as to the unequal division or distribution of the value paid for the land amongst the grantees; in particular, one of the grantees, Pahoro, complained that he had not received a sufficient consideration for his share or interest.

It is certain that the interests of the grantees in the land were, according to Native usage, not equal, and, as between the complainant Pahoro and Henare Tomoana, or Karaitiana Takamoana, the principal owners, very unequal; but whether the division of the value given for the land amongst the grantees has or has not been precisely in proportion to their respective interests is a question not possible to decide, seeing that the relative values of the interests of the ten grantees to each other have never been defined by the Natives themselves. The value received by Pahoro was £622. This sum was allotted to him authoritatively by Karaitiana Takamoana, one of the principal owners, and to whom seems to have been conceded by all the others the principal authority in the division of the proceeds of the sale of the land. When Karaitiana declared the amount which Pahoro should have, he (Pahoro) made no objection, but soon afterwards, though not to or in the presence of Karaitiana, signified his discontent by saying that he considered he should have had £1,000. I consider the question to be between himself and Karaitiana. The transaction was of a very usual character amongst Natives, and I do not think that it would be advisable to interfere between them, or that, under the circumstances, it would be possible for an English Court of law to decide what precise value in money would represent the interest of Pahoro in the Heretaunga Block.

F. E. MANING.

REPORT ON CASE No. XXII.

COMPLAINT No. 64.—*Ex parte* ERIHI WHAKINA AND 12 OTHERS (*Te Kiwi Block*).

This land, Te Kiwi, was leased by William Couper from the Native complainants, and both parties complain that the conditions of the lease have not been carried out. The Natives complain that they understood the terms of the lease were, that they were to occupy the land jointly with the lessee, as they had done before under some other agreement or understanding. The lessee, on the contrary states that the agreement, when the lease was signed, was, that he should occupy the land exclusively, and that the wording of the lease substantiates this view of the case.

I am, from the evidence, very doubtful as to whether these terms were interpreted fairly to the Natives, and think it not unlikely, that when the lease was signed by them they really did believe, and were led to think, that the purport of the lease was, that they should be allowed to occupy jointly with the lessee. But some of the lessors did not sign the lease, their names having been written by other Natives; this the complainants do not seem to have objected to, possibly because, at that time, they may not have been aware that exclusive possession was claimed by Couper the lessee.

The interpreter's attestation on the lease is not according with fact; and throughout the whole affair of the lease, there appears to have been the greatest irregularity, and I am not satisfied that the Native lessors were made clearly to understand what they were doing.

F. E. MANING.

REPORT ON CASE No. XXIV.

COMPLAINTS Nos. 53 AND 111.—*Ex parte* TIAKI KAINGA AND ANOTHER (*Huramua Blocks Nos. 2 and 3*).

The complainant and others sold this land to defendant, and received payment. Some two years afterwards, they applied to the Government to have the sale of the land restricted, but concealed the fact that it was already sold and paid for, and the purchaser in possession.

Under these circumstances, the restrictions were formally imposed, and in consequence of this operation the complainant demands to have the land returned, without any regard to the payment received. One of the witnesses being questioned, said, "We took the goods in payment for the land. I want to take the land, and do not want to pay for what we received for it; those goods should be sunk amongst the Maoris."

The payment given is stated altogether to have been about £1,300, a high price as compared to the area of the land. An old chief who appears to be head of the family of the complainants, declared in his evidence that the complainants have no right whatever to claim the land, and that it was fairly bought and paid for.

The complaint, I consider to be little better, if any, than an open and impudent attempt at robbery.

F. E. MANING.

REPORT ON CASE No. XXVIII.

CROWN PURCHASE No. 2.—WHENUAHOU.

This land was sold nearly twenty years ago to Mr. McLean for the Government by a Native named Hori Niania, who went to Wellington from Napier for that purpose. The transaction was soon