

1875.

NEW ZEALAND.

REPORTS FROM LAND PURCHASE OFFICERS, AUCKLAND AND TARANAKI.

Presented to both Houses of the General Assembly by command of His Excellency.

No. 1.

Mr. H. T. KEMP, Civil Commissioner, Auckland, to the UNDER SECRETARY, Native Department.
SIR,— Civil Commissioner's Office, Auckland, 21st June, 1875.

Before this is received in your office, I shall hope to have completed the payment of the Tangihua and Purua blocks, in the district of Whangarei.

I have already so fully reported, for the information of the Hon. the Native Minister, the steps taken to obtain a cession of the various contiguous blocks described, I shall now only do myself the honor of saying that, the negotiations having commenced prior to my being relieved of this duty, it was arranged with my successor, and with the Native Minister's concurrence, that the final completion should also be left in my hands. I have the pleasure to state that this has now been done to the satisfaction of the Native sellers, and I trust that the arrangements made throughout will also meet with the approval of the Government.

I have, &c.,

The Under Secretary, Native Department
(Land Purchase Branch), Wellington.

H. T. KEMP,
Civil Commissioner.

SCHEDULE of BLOCKS referred to.—WHANGAREI DISTRICT.

Name of Block.	Acreage.	Price per Acre.		Price paid.		Remarks.	
		s.	d.	£	s.		d.
Hukerenui	19,500	1	6	1,512	10	0	
Wairua	26,200	1	10	2,401	13	4	
Purua	18,610	2	0	1,861	0	0	
Tangihua	15,531	1	6	1,164	16	6	
Additional Aukumeroa ..	{ 10,000 estimated	..	..	..	..	..	Incomplete; price not fixed.
Additional Mataka	2,350	2	3	264	7	6	Bay of Islands District.
Total	92,191	..	..	7,204	7	4	

H. T. KEMP.

No. 2.

Mr. J. W. PREECE, Land Purchase Officer, to the Hon. the NATIVE MINISTER.

SIR,—

Auckland, 3rd July, 1875.

I have the honor to report that I returned from Hokianga on the 1st instant. The Court has finished its sitting, and all the blocks which were surveyed have passed through, excepting the Waipoua and Maunganui, which will be heard shortly. There were passed through at the Hokianga Court twenty-four blocks of land, containing in all about 67,000 acres, the titles to the whole of which have been completed, and all the deeds signed, with the exception of

the Uhiroa and Puhata blocks, eighteen signatures to which have yet to be obtained, and the Waimamaku block, the interests of two dissentients in which have yet to be defined. These, however, may be said to be as good as finished.

With regard to the Uhiroa and Puhata blocks, fifty-nine out of seventy-seven have signed, the others being absent. I advised Mr. Brissenden to pay those present one-half of the balance of the purchase money, reserving the other half for the signatures of the other eighteen. The balance in hand is far more than the share of those absent, but we thought it advisable to keep as much as possible, so as to make it the interest of those who have signed to assemble the absentees. We have arranged to meet the owners at Mongonui, on the 21st July, where they undertake to have the absentees present. I do not believe that every one will be present on the day named, and I would respectfully request to be informed whether, in the event of any being absent, I should take a Resident Magistrate or Judge of the Court with me to obtain their signatures. Those whom I expect to be absent are two old men who live at Muriwhenua, North Cape, and are too feeble to come to Mongonui. My reason for again alluding to this matter is, that I am not certain whether in Mr. Clarke's reply to my telegram it is intended that I should get the signatures of the absentees in the presence of a Judge or not. The telegram says, "Get their signatures from time to time as you are able." Section 60 of the Act is very explicit on the point that the Judge (not Resident Magistrate) must explain to each individual, and I should not feel justified in acting contrary to it without definite instructions, as the question of title may be affected thereby. I leave here for Mongonui on the 19th instant, so there will be time to let me have instructions before then.

I have not sent in a return of any purchases, as they are all included in Mr. Brissenden's return, he having paid the purchase moneys; but I have been assisting him in all the blocks, as well as those particularly mentioned in my instructions.

With regard to the purchases generally, I feel that I would not be doing right, after all that has been said in the Provincial Council and elsewhere in reference to these Northern transactions, did I not state what from my own observation I find to be the facts. I may say I entered on the task of assisting in the completion of these matters fully expecting to meet with considerable difficulty and dissatisfaction among the Natives. However, I am pleased to be able to say that I never yet concluded the negotiations for the purchase of any lands with more satisfaction than I have felt in the closing of these purchases, or with less difficulty; and it is the more remarkable inasmuch as the lands were not in one block, but in some fifty, comprising altogether about 300,000 acres, owned by different sets of Natives. In the whole of these blocks of land which have passed and are completed, there was not a single instance where the Natives failed to carry out the original agreement as to price, or where they attempted to repudiate the various deposits paid on the lands. To my mind there can be no better proof than this fact of the straightforwardness of these purchases; and moreover, there was in the whole of these transactions but one instance where the Court did not confirm the title of the persons to whom the deposits had been paid, and in that case (the Omahuta block), although the Native, Wi Tana Papahia, to whom a portion of the money had been paid, failed to satisfy the Court of his claim, yet from all I have heard the land would never have been allowed to have been surveyed had he not got the deposit which he did. The successful claimants in the Court were the Natives to whom the other portion of the deposit had been paid, and after defeating Wi Tana in Court they shared the balance of the purchase money with him, or rather gave him a portion of it.

In reference to the other statement that the Natives had been paid in orders on storekeepers and publicans, it is entirely without foundation, for the Natives in each case admitted, without any hesitation, to having received in cash the various deposits, as they were called to their recollection. There is no doubt that the Natives have in several of the blocks considerably curtailed the extent from what was originally intended, and that in some cases they have been very dishonest among themselves in the division of the money, and that there may be dissatisfaction among some few individuals as to the share of the money; but that is a matter it is impossible for any one to remedy but themselves. The only course we could adopt was, to pay the money before all the parties, and let them decide who should take it, and thereby leave the responsibility of the division with them, for, as the interests are not equal, the agent could not take upon himself to make a division.

With regard to Waipoua and Maunganui, I may say these matters are as good as settled, and only await the sitting of the Court to conclude them. I have seen both parties, and have arranged with them to have a Court held early in August. Parore at first wished to delay the matter until the summer, but I persuaded him to agree, as it could cause no inconvenience to him, the Court being held near to his own place, and the other parties are desirous of getting the matter settled; besides which, I think it desirable in every way that it should be closed as soon as practicable.

In order to obviate the inconvenience of having a sitting of the Court in the wet weather, I have arranged to have the Court held at a place where there will be ample house accommodation for as many Natives as will be there. It will be necessary to supply the Natives with some provisions, as the Court will be held away from the kainga, and they have lost a large quantity of food with the recent floods. The cost of this will not be great, as the Court will not last much more than a week.

With reference to the supplies given to the Natives at Hokianga, Mr. Brissenden paid the accounts, and I have certified them.

Both the Roroa and Parore's people have requested me to ask that Mr. Monro hear the Maunganui and Waipoua cases. The Court will be held in Judge Symonds's district; yet I think he would be glad to have the assistance of another Judge, as the question is one of great importance, and the title to some extent complicated, although the parties are all willing to abide by the decision of the Court. I shall be in Auckland until the 19th, when I leave for Mongonui.

I have, &c.,

J. W. PREECE.

The Hon. Sir Donald McLean, K.C.M.G.,
Native Minister, Wellington.

No. 3.

Captain PORTER, Land Purchase Officer, to the UNDER SECRETARY, Native Department.

SIR,—

Militia Office, Gisborne, 3rd June, 1875.

In compliance with instructions, I have the honor to furnish a general monthly report relative to lands offered to and under negotiation for Government within my district. My report this month will be necessarily brief, as the transactions are few, and I have hardly initiated the system.

You are already aware of the opposition of Ngatiporou tribes to the introduction of the Government land purchase policy into their territory, and of the reasons which have led to this spirit of opposition. I have now to proceed cautiously to remove this feeling of antipathy, and it is not my intention to solicit the cession of lands, but to explain the equitable wishes of Government upon the subject, and so let the Natives themselves offer blocks.

During my visit up the coast I saw the leading chiefs, and read the Government Circular relative to the method of dealing, at which they expressed satisfaction.

Lands under offer, and in reference to which initiative steps have been taken, are as follow:—

Te Rotokautuku (Oil Springs, Waiapu).—This block has passed the Court at Waipiro, and contains about 5,500 acres. There are 427 owners entered in the memorial of ownership. The block is a good one, and suitable for any purpose. I have negotiated a lease under provisions of "The Lands Act, 1873," for twenty-one years, and obtained, before leaving Waipiro, 150 signatures. This block was first negotiated for by Government for the purpose of developing its oil resources. I report further on this block under separate cover.

Te Ahi o te Atua (Oil Spring).—This land has also passed the Waipiro Court, and its area is about 2,700 acres (am unable to give exact area, as maps are not back from Waipiro). There are in the memorial of ownership 426 names. I have not yet arranged anything about terms for this block, but they will be somewhat similar to those of Rotokautuku. The land itself would only be fit for grazing, should payable oil not be found upon it.

Te Poro Ika Moana (Oil Spring).—This is about the same area as *Te Ahi o te Atua*, but of little use for anything else than bore for oil, and I think hardly worth negotiating as a lease, but might be worth purchasing after it passes the Court.

Hikurangi.—I attach hereto a copy of an offer to lease a piece of country situated this side of that mountain. The offer is a *bona fide* one, and I have informed the Natives that I will go up in July and visit the land, and at the same time make some arrangement as to terms. In conjunction with this block it is my intention to endeavour to get the whole of the country lying between the forks of the Tapuairoa and Mata rivers, which are the head waters of the Waiapu. The back line would take in Hikurangi and the adjacent mountains. The table land is very considerable, and suitable for agricultural or pastoral purposes. It will, however, be necessary to arrange with some private parties, T. Fox and F. Campbell, to forego some preliminary agreements entered into by them with some of the owners of small portions. By setting aside some portion as a reserve for the Natives, I think it possible to arrange the purchase of the whole.

Kawakawa.—The Natives offer to lease a block of land situated between this place and Hicks's Bay, but as it is included within a lately proclaimed boundary prohibiting sales or leases, I have deemed it prudent to defer action for the present.

Potiki Rua (near Cape Runaway).—Natives attending at the Waipiro Court offered this block to lease, but from inquiry I find it will be necessary to consult with *Te Whanau-a-Panui* tribe, as it is a border country.

This completes the number of pieces under negotiation by me, and you will perceive the general desire is to lease, upon which subject I have to ask the views of the Government in a separate letter.

I have, &c.,

The Under Secretary (Land Purchase Department),
Native Office, Wellington.

T. W. PORTER,
Land Purchase Agent.

Enclosure in No. 3.

[TRANSLATION.]

Te Rere-a-tahu, 9th May, 1875.

To Captain PORTER and MEIHA ROPATA,—

Friends, greeting. Herewith we forward the boundaries of our land for your information, which land we are willing to lease to the Government—that is, if the arrangements for so

doing are satisfactory. This is a *bond fide* offer of ours to you: do you let it to them, and carry out the arrangements in accordance with our agreement to lease—that is, so that our interests and the interests of those leasing the land will be protected.

Now, we consider that you can make satisfactory arrangements respecting the price for the land—that is, the rent per acre.

We now ask you to make us an advance of £500 on that land.

APORO TAMAREBE,
And seven others.

We also agree that that land should be surveyed.
Here follow the boundaries.

No. 4.

Mr. J. A. WILSON, Land Purchase Officer, to the Hon. the NATIVE MINISTER.

SIR,— Land Purchase Office, Gisborne, 10th June, 1875.

I have the honor to report, as Land Purchase Officer for the East Coast and Bay of Plenty districts, that during the financial year now about to close an unusual amount of business has been done, and that the following transactions have taken place.

1. *Former Negotiations Completed.*—I would refer to negotiations of the previous year that have been completed in this. Motu and Waikohu Matawai blocks come under this head. The former is a lease of 68,482 acres; term, fifty years. The latter is a lease for 43,479 acres; term, twenty-five years. These blocks have finally passed the Native Lands Court, and have been awarded to the Natives with whom I had dealt. The Natives, two only excepted, have ratified the preliminary agreements under which they received advances in previous years. The deed for Motu is at Wellington, and that for Waikohu Matawai will be there before the end of this month. The rent for these blocks, as shown in my returns, will, I think, be considered moderate. The average rent on the nearer block is £3 9s. 9d. per 1,000 acres per annum. The average rent on Motu, which is more remote, is £2 17s. 1d. per 1,000 acres per annum.

2. *Purchases of Country Lands made this Year.*—During the period under report I have made extensive purchases of lands at reasonable rates, in the district extending from Poverty Bay to Tokomaru, and the watershed of Upper Waipapu. Although these purchases are in many blocks, yet they may be classified according to price in the manner following:—

Estimated Acreage.							Price.
							s. d.
44,000	..	..	..	..	..	..	1 0
104,000, partly surveyed	..	..	..	..	..	..	2 0
7,660, surveyed	..	..	..	..	..	..	2 10
4,000	..	..	..	..	..	..	unfixed.
<u>159,660</u>							

On these lands I have advanced moneys, in various sums, to the extent of £2,166, being about 3½d. per acre. These lands are of the same character and quality as the numerous sheep runs that fringe the coast line from Poverty Bay to Tokomaru—hilly but good, and well adapted to sheep; some of this country is open, some covered with scrub, and some with light bush. There is, however, but little valuable timber on the ground, which is to be regretted, as the whole is suited to settlement in its agricultural and pastoral forms. The surveys, so far as they have progressed, show that the area of this fine country has not been over estimated, the natural outlets to which are at Gisborne and Tologa Bay.

Leases of Country Lands made this Year.—I have also to report that, in addition to the above-mentioned 160,000 acres of purchased lands, I have leased 133,000 acres for forty years, surveys in progress, and 98,000 acres for thirty years, surveys in progress, making a total of 231,000 acres leased this year. The annual rent on these lands is uniform, amounting as nearly as possible to £1,500, which is rather less than £6 10s. per 1,000 acres per annum. In all cases, the advances are to be recouped out of the rent, the payment for which will not commence until the Government shall have received a title through the Court. The character and quality of the leased lands is hardly as even as that of the purchased; some of the leased land is well situated and very superior, and some is more remote and rugged. The leased and purchased lands adjoin each other, so as in one case to form a block of 247,000 acres, extending from within six miles of Gisborne to the Ngatiporou boundary in Upper Waipapu, and from the upper branches of Waipaoa or Turanga River to the back line of Mr. Arthur's run, on the coast at Tokomaru. The natural outlets to these lands are at Tokomaru, Tologa, Gisborne, and Wairoa. In every agreement to lease, there is a covenant by which the Natives bind themselves not to sell the freehold during the term of lease to any person other than the Government. Advances on these leases to the extent of £1,808 have been rendered necessary by the keen competition of certain influential Europeans in this district, who, regardless of the prior claims and moneys advanced by the Government, and of warnings received to that effect, have made advances also, and have

obtained authorized surveys on lands negotiated and surveyed by the Government. I do not, however, propose to occupy your valuable time on these and other unjustifiable encroachments on the public domain, having already reported to you fully on all such cases in my letters Nos. 51-75, 53-75, 48-75.

4. *Purchases of Town Lands made this Year.*—I have to report that I have purchased [the township site at Tologa Bay, the same being situated at the entrance to Uawa River, and is in fact the only ground available for the purpose. The European portion of the village at Tologa has always been upon this land. The site is not extensive, being little over 400 acres, the title-deed to 252 acres of which is now in the hands of the Government at Wellington. I regret that the balance of this valuable land (properly called Mangarara No. 2) appears for the present to be classed in the category of lands unjustifiably interfered with by Europeans, *vide* my letter No. 48-75. In this, however, as in similar cases, I have applied for the statutory protection afforded by the 42nd clause of “The Immigration and Public Works Act Amendment Act, 1871.”

The money paid on the township site at Tologa amounts, on the portion to which the title is secure, *i.e.* on the

Township proper, to	£637	18	1
Mangarara No. 2, to	338	3	11
	<u>£976</u>	<u>2</u>	<u>0</u>

5. *Purchases and Leases of former Years still Incomplete.*—The area of lands coming under this head is 132,000 acres; the number of blocks four, one of them being in Poverty Bay and three in the Bay of Plenty. The amount of money advanced in each case is £90, £20, £10, and nil: total, £120. This sum is amply secured in the interests on which it has been advanced.

It would be too much to expect to escape opposition in a district where the land is good, and where it may not have been advisable to apply the restrictive clauses of the Immigration and Public Works Acts. As a matter of fact, I have experienced an opposition from European owners than which nothing could be more strenuous, partaking sometimes even of a personal character. Yet I have given no cause for such behaviour, for, excepting in the case of Puhatikotiko, the township site near the oil springs, ten miles inland of Ormond, I have not interfered with prior negotiations by Europeans. It is to be remarked, however, that embarrassments of the nature referred to have been mostly experienced by me among persons whose position and circumstances should have been a protection to the interests of the Government. When I came into this district to purchase land, the whole country at the back of the sheep runs on the coast was a *terra incognita*, as far as the Natives and myself were concerned. In some cases a human foot had scarcely ever passed over it, while in other localities no human being had seen the land for many generations. The only road was the coast road, and a few tracks, mostly sheep tracks, running a short distance inland. As the acquaintance, therefore, of the Natives of the present generation with its tribal boundaries was almost entirely of a traditionary kind, and as business could not be conducted satisfactorily on either side without data of a more certain nature to go upon, I deemed it necessary to explore this unknown district, in order to define the boundaries and areas, and to ascertain the quality and topographical character of the country. This exploration, though conducted in the summer season, proved to be a no less arduous undertaking than Sir James Alexander, in his last work on New Zealand, had predicted it would be. The service was ably performed by Captain Simpson, and the expense attending his explorations, amounting in all to £278 13s. 3d., has, I believe, been amply repaid to Government by the information gained, and the security and facilities afforded to the transactions of this department, no advances of importance being allowed by me until the character of the country had been ascertained.

Sir, before concluding this report, I beg most respectfully to thank you for the discretionary powers entrusted to me during the period in which these negotiations have been in progress, as I feel sure that these powers have contributed largely as an element of success to the extensive transactions and engagements that have been carried out by me on behalf of the Government during the year that is now about to expire.

I have, &c.,
J. A. WILSON,
Land Purchase Commissioner.

The Hon. Sir D. McLean, K.C.M.G.,
Native Minister, Wellington.

No. 5.

Mr. R. PARRIS, Civil Commissioner, New Plymouth, to the UNDER SECRETARY, Native Department.

SIR,—

New Plymouth, 4th May, 1875.

I have the honor to report, for the information of the Government, on the progress made in land purchase operations since my report of the 6th February last.

Since that date, I have concluded the purchase of the Ahuroa block, 12,600 acres, purchase money £1,575; and the Otoia block, 2,660 acres, purchase money £332 10s.; both deeds duly

signed, and now at the Registration Office. The Ahuroa block extends from previous purchases, south of the Waitara River, to the Patea River, part of a very fine district. The Otoia block is valuable, on account of its proximity to the Patea township.

A large block named Mangaotuku has been surveyed in the interior, estimated to contain 58,900 acres of fine land, with a great deal more adjoining, of which district the surveyor, Captain Skeet, reports most favourably for settlement; the whole of which there are good prospects of acquiring, as fast as the work can be carried on. Twelve Natives, with the chief, Rangihekeiho, from Ngatimaru, came in a fortnight ago with proposals in reference to the district referred to, extending northwards towards Taumatamahoe and Tahoroparoa; eastward, towards Wanganui River.

A small block, Mangaehu (offered by the young chief, Tito Hanataua), 560 acres, by the Patea River, has been surveyed. Another block, on both sides of the Patea River, has been surveyed by a Manutahi section of the Ngatihine; area, 11,870 acres.

There are other blocks abutting the Patea River under offer, and waiting to be surveyed. There is also a block under offer on the east side of the Whenuakura River, inland. For this last block, I have paid an advance of £53. As a rule, I am opposed to paying advances before the land is surveyed; but there are cases when it would be impolitic not to do so, as in the case of the Whenuakura block. When I was last at Patea, a deputation from the Whenuakura section of the Ngarauru, under Tongamihi, one of the most influential land claimants, waited upon me with a proposal to cede a block of land, and asked for an advance, as an earnest of their determination. I at first refused, but Hone Pihama and Taurua, who were present, strongly recommended me to give them an advance, as they considered Tongamihi's offer, from his position in the tribe, to be of great importance, as a check on another section of Ngarauru, living at Waitotara, who have shown a disposition to be troublesome; and that a sale of the Whenuakura land would simplify negotiations now pending.

I enclose herewith a rough sketch map, showing the positions of the different blocks which have been surveyed, and also the Patea River, the survey of which I have already reported on, and which will very materially assist and simplify future surveys in that part, intermediate and adjacent blocks.

Applications for a sitting of the Native Land Court were sent to the Chief Judge on the 23rd March last by Natives claiming in the Kaharoa, Mangaotuku, and Mangaehu blocks, these blocks being outside the confiscation boundary. The Putekino block, recently surveyed by Ngatihine, is also outside the confiscation boundary, and will have to pass through the Court.

From Waitotara to the Patea River, between the military settlers' land and the fine district referred to in the interior, there is some very broken country which connects with a ridge or watershed inland of Whenuakura, named Matemateonge, which watershed, according to Native report, continues unbroken in a northerly direction to the vicinity of Tongariro. It is between this watershed, the Waitara River, and Mount Egmont, where there is so much fine country.

I have, &c.,

The Under Native Secretary
(Land Purchase Branch), Wellington.

R. PARRIS,
Civil Commissioner.