

1876.

## NEW ZEALAND.

# ALLEGED IMPROPER SALE OF LAND NORTH OF AUCKLAND,

(INQUIRY BY MR. R. C. BARSTOW, R.M., AND PAPERS RELATIVE TO).

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

## No. 1.

His Honor the SUPERINTENDENT, Auckland, to the Hon. the COLONIAL SECRETARY.

SIR,—

Superintendent's Office, Auckland, 9th March, 1876.

I have the honor to enclose the copy of a letter received from Mr. Joseph A. Tole, solicitor, Auckland, calling attention, on behalf of the Native Parore, to the improper sale of the Waipoua and Maunganui blocks, in the Wairoa, Kaipara District, and I request that no further steps may be taken in regard to these two blocks until inquiry has been made into the complaint set forth in Mr. Tole's letter, which inquiry I pray may be at once instituted.

The Hon. the Colonial Secretary, Auckland.

I have, &c.,  
G. GREY.

## Enclosure 1 in No. 1.

Mr. J. A. TOLE to His Honor the SUPERINTENDENT, Auckland.

SIR,—

Auckland, 6th March, 1876.

I have the honor, on behalf of an aboriginal native named Tiopira, a co-grantee with another Native, named Parore, of two blocks of land named respectively Waipoua and Maunganui, in the Wairoa, Kaipara District, to communicate to your Honor briefly the following facts, disclosing a grievance of which it is confidently hoped your Honor will kindly endeavour to seek redress.

The above blocks of land were adjudicated upon in favour of the above-mentioned Tiopira and Parore, as joint grantees of each block, upon the understanding that Parore would pay to Tiopira the sum of £100, being part of the purchase money of a block of land (to which Tiopira asserted a claim) called Waimata, sold some time previously to, I believe, Mr. Dargaville. This arrangement was concluded by correspondence between the parties, which correspondence is in existence.

With the free knowledge of this arrangement the blocks were sold to the General Government, through Native Land Purchase Agents, who negotiated the sale at the sum of £2,000 for each block. At the time of the execution of the deeds, I am instructed the place, in the instruments of conveyance, allotted to the insertion of the consideration money was left blank, and though at the time of execution the real consideration of the sale was interpreted to Tiopira (as before stated), £2,000 for each block, it was nevertheless shortly afterwards discovered that the considerations in these same deeds had been filled in as respectively £2,200 and £2,300, being an aggregate increase of £500 over the price agreed upon originally. This extra £500 has, I am instructed, been paid entirely to Parore, and Tiopira has received none of it. Tiopira's grievance, therefore is, that though the original purchase money was understood to be £2,000 for each block, yet since it has been thought necessary to increase that amount to the extent already stated (£500), he asserts that he is justly entitled to his proportion of it, and not that it should be all paid to a co-grantee.

As the grants to the Crown from the Natives of both the above blocks are alleged by the Trust Commissioner, under the Native Lands Frauds Prevention Act, to have satisfactorily passed through all the requisite stages of inquiry, for the purposes of registration, it is respectfully trusted that your Honor will, as conveniently as possible, institute such measures as may eventuate in the proper protection of Tiopira, and also in the adjustment of the claims of parties in this purchase.

In conclusion, I may state that these facts are furnished to me by the Native chief, Paul Tuhaere, who was present during the adjudication of these blocks, and acted then, as now, as the agent of Tiopira.

I have, &amp;c.,

JOSEPH AUGUSTUS TOLE,  
Solicitor.

His Honor the Superintendent of the Province of Auckland.

1.—C. 6.

Referred to Mr. Commissioner Kemp for his report.—DANIEL POLLEN.—10th March, 1876.

Memo. attached for Hon. Dr. Pollen's information, also translation of a letter from the chief Paul Tuhaere, on the same subject.—H. T. KEMP.—18th March, 1876.

## No. 2.

The Hon. the COLONIAL SECRETARY to His Honor the SUPERINTENDENT, Auckland.

SIR,—

Auckland, 15th April, 1876.

I have received your letter of date 9th March ultimo, covering copy of a letter from Mr. Joseph A. Tole, calling attention, on behalf of the Native Parore, to what your Honor is pleased to describe as the "improper sale" of the Waipoua and Maunganui Blocks, in Wairoa, Kaipara District.

I enclose, for your Honor's information, copy of a memorandum by Mr. H. T. Kemp, explanatory of the circumstance attending the sale of the blocks in question, which was concluded during a sitting of the Native Lands Court, and recorded as required by law.

Your Honor will see that the Native on whose behalf you intervene has no cause to complain, and makes no complaint regarding the actual sale of the land, but has grounds to complain of the action of Messrs. Brissenden and Nelson, the Land Purchase Agents, who declined in the first instance to recognize his title, and who exclusively favoured that of Tiopira.

I call your Honor's attention to the circumstance that Paul Tuhaere denies the assertion made by Mr. Joseph A. Tole, that he (Paul) had furnished the "facts" upon which Mr. Tole's statement is based.

His Honor the Superintendent, Auckland.

I have, &c.,

DANIEL POLLEN.

### Enclosure 1 in No. 2.

Mr. KEMP, C.C., to the Hon. Dr. POLLEN.

SIR,—

18th March, 1876.

I have referred these papers to Mr. J. W. Preece, the Land Purchase Agent, who states that the Waipoua and Maunganui Blocks were purchased by Messrs. Brissenden and Nelson, for the Government, from Tiopira and other Natives, for 1s. 1d. per acre, and paid them sums of money (at a very early stage), in the shape of advances, to the amount of £620. Mr. Preece further states, that these Agents utterly ignored, and refused to acknowledge the interest of Parore te Awha, the principal chief of the district, who afterwards proved his claim in Court. Parore then refused to sell, and Tiopira was requested to complete the sale to the Government of his interest on the terms agreed on, which he, in the presence of Paul Tuhaere did; the Government Agent conceding his only request, which was to make up his share to £2,000,—which was about £50 more than his share of the amount originally agreed on, viz. 1s. 1d. per acre, together with a valuable reserve at Waipoua of 6,000 acres, which afterwards turned out to be 12,000 acres, and which more than compensated for the extra price given to Parore. Parore afterwards sold his interest for £2,500 in the two blocks; all these arrangements having come under my personal notice.

H. T. KEMP.

### Enclosure 2 in No. 2.

Mr. PREECE to Mr. KEMP, C.C.

In reference to the complaint made by Tiopira, that he only received £2,000 for his interest in Waipoua and Maunganui, while Parore received £2,500 for his interest, I have the honor to say that—

1. Tiopira had, together with all his people, before the land was surveyed, agreed to sell the land to the Queen for a stated sum, namely, 1s. 1d. per acre, being a trifle less than he eventually got; and on that agreement they had drawn from the Government money on the land to the amount of £620: while, on the other hand, Parore and his people had never agreed to sell the land at all, nor had they drawn any money on it—holding their interest intact and unencumbered by agreement to sell, until after Tiopira had finally disposed of his interest.

2. There was no doubt that their interests were equal in the whole area of the estate; but the judgment being invalid, we were bound to get them to come to an agreement if possible, and we could get no better terms out of Tiopira than that he was to get the Waipoua reserve (over 12,000 acres) to himself, and that Parore was to pay him £100, which, by the deliberate verdict of a former Court, he (after being heard) had been found not to be entitled to. Thus Parore received £2,400, and Tiopira received £2,100 and over 12,000 acres of land, to which, by the verdict of the Judges of the Court, Parore was as much entitled to as was Tiopira, but, by the compromise, obtained no interest in it.

3. The purchase of the interest of Tiopira and that of Parore were two entirely different negotiations, and conducted quite separately; the former having willingly, and without any hesitation, sold at a trifle over what he originally agreed to: and the interest of the latter having been purchased at the very lowest sum he could possibly be induced to take, and he being under no obligation whatever to sell at all.

It is true that one deed for each block was made to cover both transactions, but that was done simply as a matter of convenience.

J. W. PREECE.

## Enclosure 3 in No. 2.

PAORA TUHAERE to MR. KEMP, C.C.

(Translation.)

MR. KEMP,—

17th March, 1876.

The information you asked me for in reference to what Mr. Tole, the lawyer, said.—I cannot say who the interpreter was to that lawyer. I only saw Mr. Nelson there once, but Mr. Tole, the surveyor, I saw oftener; and perhaps it was he who interpreted for Heta and Te Haurangi. This is merely an idea of my own, but, as for myself, I had nothing to say with reference to the matter complained of.

PAORA TUHAERE.

## Enclosure 4 in No. 2.

(Memo.)

HETA and Te Haurangi, Natives of Ohaeawai, came to Auckland to receive a sum of £90 due to them on some of these blocks, and which, at their own written request, had been held by Mr. Preece for them, £10 having been paid at Kaihu, total amount being £100.

H. T. KEMP.

## No. 3.

His Honor the SUPERINTENDENT, Auckland, to the Hon. the COLONIAL SECRETARY.

SIR,—

Superintendent's Office, Auckland, 2nd May, 1876.

I have the honor to acknowledge the receipt of your letter of the 15th ultimo, regarding a communication which I enclosed you from Mr. J. A. Tole, solicitor.

In reply, I enclose copy of a further letter I have received from Mr. J. A. Tole, and of its enclosure, and beg to request earnestly that you will cause an inquiry to be made into the irregular circumstances alleged in this correspondence to have taken place; and further, that until such inquiry has terminated, all proceedings relative to the deeds for the blocks of land in question may be stayed.

Mr. J. A. Tole is right in stating that the chief Paora te Tuhaere, together with Mr. Tole and some Natives, sought and obtained an interview with me on the subject of the wrong proceedings which in this correspondence it is alleged took place.

I have, &amp;c.,

G. GREY.

The Hon. the Colonial Secretary, Auckland.

## Enclosure in No. 3.

MR. TOLE to His Honor the SUPERINTENDENT, Auckland.

SIR,—

Shortland Street, Auckland, 1st May, 1876.

I have the honor to acknowledge the receipt of a letter, dated 27th ultimo, from the Provincial Secretary, covering copies of a letter to your Honor from the Hon. the Colonial Secretary, and also of a memorandum from Mr. Kemp, and a letter from the chief Paul Tuhaere.

I have carefully perused that letter and its enclosures; and, in reply, beg to state that there is (whether designedly or not, I am unaware) nothing in them which deals with, much less explains, the extraordinary circumstances connected with the sale of the Waipoua and Maunganui Blocks, as stated to your Honor in my letter on this subject; and that the Hon. the Colonial Secretary appears to me to have at least misinterpreted my letter to your Honor, seeing that he, strangely enough, replies as if the Native Parore were the complaining party, whereas the most casual perusal of my letter could not have failed to make it manifest that Tiopira, and not Parore, was and is the aggrieved person. Furthermore, in view of the fact that my letter was submitted to Messrs. Kemp and Preece for information, it is incomprehensible to me how such a misconstruction as that to which I allude could have arisen, except by reluctantly attributing it to design, a cause to which I should be glad to learn, it cannot be ascribed. But passing on to the merits of this correspondence, your Honor will observe, by a comparison of the facts contained in my previous letter relative to Tiopira with the reply, and the irrelevant enclosures therewith from the Hon. the Colonial Secretary, that those facts are in no respect controverted, or justified, or even explained. Nowhere is it denied that on the occasion of the execution of the deeds by Tiopira the consideration money of each of the blocks (Waipoua and Maunganui) was not only understood to be £2,000, but that amount only was also interpreted to him; and that, after execution, the consideration money was increased to £2,200 and £2,300, and those sums inserted in the respective deeds.

Indeed it is admitted by Mr. Kemp, under whose "personal notice" these matters came, that the "extra price" was given to Parore. Nowhere is it denied that Tiopira did not receive his proportion of the "extra price," though on the face of the deeds, and by his executing them, he is made to acknowledge the receipt of such proportion. Nor again is it denied that, at the time of the execution of the deeds by Tiopira, it was distinctly understood and publicly expressed that the pecuniary consideration of each deed was £2,000, and that according to that intention, and not otherwise, he subscribed his name. But this acknowledged settlement was permitted to be violated to the prejudice of Tiopira, for, in the concluding sentence of his memorandum to the Hon. the Colonial Secretary, Mr. Kemp, under whose "personal notice" "these arrangements" came, states that Parore afterwards (*i.e.* in the interval between the signing by Tiopira and that by Parore) sold his interest for £2,500, from which it would appear that an impropriety is at once admitted. And yet I may say, with astonishment, the result of the inquiries made by the Trust Commissioner under the Native Lands Frauds Prevention Act is deemed to be satisfactory. It is needless further here to discuss the effect of statements which would properly be the subject of evidence in any inquiry which it might be deemed necessary.

to institute. Suffice it to say, I do not consider that the correspondence in reply, now forwarded to me by your Honor from the Hon. the Colonial Secretary, affords any explanation whatever of the allegations contained in my letter, and therefore no satisfaction of the grievances therein specified. The Native Tiopira personally called on me at my office on Saturday week and Monday week last, in company with his son, and Mr. Woods, a Native-school teacher, who informed me that he (Tiopira) came to interview me on the subject of my correspondence with your Honor on his present business; and knowing that the Hon. the Native Minister was expected soon in Auckland, I advised him (Tiopira) to remain in Auckland till Sir Donald McLean's arrival, a course which was readily assented to. Previous to this interview I had never seen Tiopira, and I believe his visit to me is attributable to a letter which he received from the chief Paul, who subsequent to my former letter to your Honor wrote to Tiopira, informing him that he (Paul) had seen me, and that I had written to your Honor on his behalf. On this occasion, also, Tiopira seemed to entertain great indignation in relation to the matters connected with the conclusion of the sales of Waipoua and Maunganui Blocks; and further expressed his desire of accompanying me to interview both your Honor and Sir Donald McLean on the subject. I have not, however, seen him since; but having heard that he has been the guest of the chief Paul, I am inclined to conjecture that Tiopira, acting under the sinister influence of deputed finesse, has refrained from calling on me. This being so, and having received no official intimation that the grievance has been satisfied, I must again request that your Honor will, if there appear now still to be sufficient reason, urge either that such satisfaction (by payment to Tiopira of his proportion of the extra purchase money) be made, or an inquiry with that view held; and that in the meantime all proceedings relative to the deeds of the blocks in question be stayed. No better opportunity than the present could arise, as the Hon. the Native Minister and all the parties concerned are now in Auckland.

I cannot close this letter without adverting specially to one point in the Hon. the Colonial Secretary's letter, to which he has devoted a concluding paragraph of an uncomplimentary import. I would not trouble your Honor with any comments on this aspect of the subject were it not manifest that, by an inordinate investigation regarding the source of my information either by the Hon. the Colonial Secretary or the officers to whom he referred the papers, strenuous efforts have been made to raise a false issue and divert attention from the subject-matter under consideration. These efforts are shown by the letter apparently extorted from the chief Paul, who seems, as far as I can judge from the translation forwarded to me, in a state of duress to have written categorical answers to indicated questions. I use the word "duress" advisedly, for otherwise surely it cannot have escaped the memory of Paul that he came to my office on Tiopira's business; that, as Tiopira's agent, he, with Heta te Haara and Te Haurangi, accompanied me to interview your Honor, as your Honor is aware, upon the subject only of the matters contained in my previous letter; that, prior to this interview, he, with Heta te Haara, Te Haurangi, and Mr. William Young, a licensed interpreter, went with me to Colonel Haultain, Trust Commissioner, to show cause why, under the circumstances already detailed by me, the registration and other steps towards completion of the deeds of conveyance should be stayed till an arrangement satisfactory to Tiopira had been arrived at. The chief Paul makes no mention of these facts, and consequently does not contradict them. I am, therefore, certain that Paul has allowed himself to be constrained into writing his letter; otherwise, in the face of the conclusive incidents above quoted, he could not have resorted to so desperate and audacious a statement as that wherein he says, "but, as for myself, I had nothing to say with reference to the matter complained of."

The Hon. the Colonial Secretary, I think, seems to regard my position in this correspondence as importing other than purely professional significance. My relations in this matter, as in the case of Heta te Haara and Te Haurangi (concerning which I await a reply), are simply those of solicitor and client—a circumstance which there is evidently an inclination on the part of the Hon. the Colonial Secretary to ignore. The issue before us, and the only one which with any show of pertinence we can deal, is, not as to the source of my information in relation to the matters (which are, as described by me, "facts"), but whether or not that information is correct, or can be established. This issue, I hold, is untouched by the correspondence forwarded to me, and therefore the grievance complained of still remains unexplained and unredressed.

In conclusion, I enclose a letter from Mr. C. E. Nelson, Licensed Interpreter and Assistant Land Purchase Agent, who in such capacities possesses personal knowledge of the transactions now in question; and beg to call your Honor's especial attention to the circumstances therein detailed relating to the extraordinary statements made and position now sought to be assumed by the chief Paul.

I have, &c.,

JOSEPH A. TOLE,  
Solicitor.

His Honor the Superintendent, Auckland.

### Sub-Enclosure to Enclosure in No. 3.

Mr. NELSON to Mr. TOLE.

SIR,—

Auckland, 1st May, 1876.

Having perused the letters you sent me on the 29th ultimo, I beg to return them with the following desultory remarks upon their argumentation.

In the first place, I fail to comprehend why the Hon. the Colonial Secretary makes use of satirical expressions, as "your Honor is pleased to describe," &c., when his Honor the Superintendent simply transmits a report of complaints made by Paora Tuhaere and other Natives against certain members of the Native Department.

It appears that in your letter to his Honor the Superintendent, or in its copy to the Hon. the Colonial Secretary, Paore is written where, from the context, it is evident that Tiopira is meant; nevertheless this small graphical error is dwelt upon as one of the clinching points in the negative demon-

stration. The statement that Paul denies having "supplied the facts," seems to me to be a jocosious, paranomastic subterfuge, where ambiguous diction is used as an armour of defence. Paul *certes* did not supply the facts, but he supplied (by means of an interpreter, myself) a narrative of the facts, and all the circumstances connected therewith. Did not Paul and other Natives interview his Honor the Superintendent for a specific purpose? Did not Paul visit Colonel Haultain, and, as Tiopira's agent, object to the registration of certain deeds? I have put these two last statements interrogatively, remembering that as once an eminent scholar and logician proved satisfactorily to himself that Peter was not Peter, so the Hon. the Colonial Secretary might, by an equipollent process of ratiocination, disprove the identity of Paul.

Your "assertions," Mr. Tole, are estimated as visionary figments. This is the correct thing: I grant that an assertion without proof is a nonentity. The Hon. the Colonial Secretary, I have noticed, is not always such a toe-the-line stickler for dialectical rules. Of course we shall now have the pleasure of demonstrating the "assertions," to the doctor's satisfaction. Very well—*nous verrons!*

As regards the remarks of Messrs. Preece and Kemp, I, *in toto*, deny their appositeness, admitting that the difference of our views is the result of parallax, our positions of observation being so very far apart. My having advanced £620 to Tiopira and other Natives on account of land sold has nothing whatever to do with the subject of your letter, unless Messrs. Kemp, Preece, and Co. intend to balance the accounts by contras, and prove that I have been negligent and remiss in my duty, or ever betrayed the trust reposed in me by the Hon. the Native Minister.

I grant that advances, amounting to £620, were made "at a very early stage" of my negotiations, but not a moiety of this money was paid when Mr. Wilson, who was surveying the Waipoua Block, received a letter warning him to leave the field, as otherwise Parore would send an armed party to drive him (Wilson) off the land. Mr. Wilson gave me the letter; it was written in English, and sub-signed "Preece and Graham, agents for Parore." Mr. Graham was at that time surveying some land of Parore's; however, the *ruse de guerre* did not succeed.

The assertion that I ignored Parore's claim to the land is utterly void of truth. I can, if called upon to do so, adduce irrefutable evidence of having offered Parore £200 as an advance on the sale of his land; but he said, "Give me £500, or the land shall never be yours."

I could not controvert the assertion that "Parore is the principal chief in the district" where he lives, and where he has disposed of thousands of acres; but I deny that he is the principal chief in the locality sold to the Government, area 72,892 acres, and the nearest boundary four hours' ride from Parore's settlement.

Had Messrs. Kemp and Preece taken the precaution to make "an early stage" in their negotiations, and advanced £400 or £500 to Parore prior to the decision of the Native Lands Court, they would have saved the country £500.

As regards Tiopira's reserve, it is a portion of the Waipoua Block. It was surveyed by Mr. Wilson, and a plan of it, containing the area, was produced in the Court, where it was adjudicated upon conjointly with the Maunganui and Waipoua Blocks. The expression, "which afterwards turned out to be 12,000 acres," is consequently nothing but puerile clap-trap; and indeed, to my mind, the whole of the statements above Mr. Kemp's signature form the most flimsey, flabby, and vapid exegesis I thought it possible to emanate from such a fountain of self-sufficiency.

I now come to Paora's letter: it is manifestly an answer to Mr. Kemp's questions, "Who interpreted these matters to Mr. Tole? Was it Mr. Nelson?" Paora's reply is, "I cannot say who the interpreter was to that lawyer. I only saw Mr. Nelson there once, but Mr. Tole, the surveyor, I saw oftener." Now, as you know, I brought Paul to your office once only, when I, at his request, gave you an account of his alleged grievances. So far, therefore, Paul is correct; but in the same breath almost, he acknowledges having seen your brother oftener than me. What an ægis of protection may not this equivocal manner of expression afford to an evasive controversialist. Paul's concluding sentence, "I had nothing to say with reference to the matter complained of," is all but the truth. While I gave you "the matter complained of" in English, Paul graciously condescended to treat you to an occasional mandarin nod.

Now, Sir, being at the limit of my scribbling tether, I must ask you to overlook any inelegance of diction I may have indulged in unwittingly; while at the same time I would assure you that, even assuming the plasticity of some of the Natives concerned, in conjunction with their official allies, I shall still be able to prove that truth can make headway against the strongest current of opposition, and that the conduct of Messrs. Kemp and Preece has been contrary to the letter and spirit of the Native Lands Act.

J. A. Tole, Esq., Solicitor.

I have, &c.,  
CHARLES E. NELSON.

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#### No. 4.

The Hon. the COLONIAL SECRETARY to His Honor the SUPERINTENDENT, Auckland.

SIR,—

General Government Offices, Auckland, 4th May, 1876.

I have the honor to acknowledge receipt of your letter No. 1022/76, 2nd May, 1876 covering copy of a letter and its enclosure addressed to your Honor by Mr. J. A. Tole.

His Honor the Superintendent, Auckland.

I have, &c.,  
DANIEL POLLEN.

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#### No. 5.

TIOPIRA KINAKI to the Hon. the NATIVE MINISTER.

[TRANSLATION.]

FRIEND,—

Greetings. Listen to this, my word to you, with respect to the Maunganui and Waipoua Blocks.

Okahu, 5th May, 1876.

These two blocks were formerly included in one piece. It was the Native Lands Court that divided it into two, and awarded one block, viz. Maunganui to Parore, and one, viz. Waipoua to me.

This is the reason that there is trouble over that land: I and my tribes were not willing to have that land divided between us and Parore. It was this that caused me to be grieved and angered, and which made me say that I would put obstacles in the way of settling the Maunganui question. This I said in the presence of Parore and Te Tirarau. Parore did not answer to this. After I had made this statement, grief settled upon the Court.

In the evening, my tribes assembled in a house to make arrangements for occupying Maunganui, so that when Parore saw us do so, he might come and try to turn us off. At this stage of the proceedings, Messrs. Kemp and Preece arrived. The word of Ngatiwhatua, Te Ririhau, and Te Roroa tribes, that Maunganui should be taken actual possession of by us, and that arms should be taken up against Parore and Te Tirarau, had been approved by the meeting.

Mr. Kemp then spoke as follows:—

“Listen tribes. I and Mr. Preece have just returned from interviewing Parore and Te Tirarau; what they have had to say has been said, and this is why we come to you now, to ask you to make peace and be of one mind with regard to Maunganui and Waipoua—let it be one. The opinion that Maunganui should be divided did not emanate from the Court, it came from ourselves—viz., “that Tiopira and Parore should have Maunganui, and that Tiopira and Parore should have Waipoua.” To this the meeting consented, but I said I would not consent unless Parore gave me a certain sum out of Waimata as a peace offering; not till this was done would I consent. Mr. Preece then said, “What you say is but fair. We will let Parore and party know what you say. Do you talk over the matter again after we are gone, so that on our return on the morrow you may have arrived at a decision in the matter.”

In the morning, the question was again discussed, and it was decided that Paora and I should represent our party. The next morning, Messrs. Kemp and Preece returned to us bringing with them a letter from Parore, consenting to certain terms, which letter was as follows:—

“Kaihu, 2nd February, 1876.

“To Tiopira and the chiefs of the other side.—I consent that you should have Maunganui, and that I have Waipoua. The piece outside Waipoua to be for you only; and I also consent to the £100 at Waimata.

“From PARORE.”

I replied to Parore's letter as follows:—

“To Parore and the chiefs of the other side.—I consent to your having Waipoua and my having Maunganui.

“From TIOPIRA.”

Next morning, Messrs. Kemp and Preece arrived, and inquired of us whether we had yet come to an unanimous decision; we both replied, “Yes, we have decided.” They answered, “Then the Court will sit to-morrow to finish the investigation at Maunganui and Waipoua, so that the same may be settled satisfactorily.”

Next morning the Court sat, and at last a right decision was arrived at, in the Court awarding the Maunganui and Waipoua Blocks in favour of myself and Parore. After the conclusion of the above case, Waipoua No. 2, containing 12,000 acres, was adjudicated upon. It was only then that Mr. Preece became aware of the acreage of the block, and that it contained 12,000, but I and some other Europeans knew, Mr. Preece was under the impression that it only contained 6,000 acres. Another thing, Parore's letter and my letter was given to Mr. Kemp to read out, so that the whole of the tribes that were in the Court-house might hear Parore's word consenting to the £100 out of Waimata, but Mr. Kemp did not read it. I then knew that this was not done, in order that they might put a different construction upon the matter, and be able to say that the £100 which we heard about through Mr. Preece was from the sale of Maunganui.

Next morning, when the Court was over, Paora and I went to the Court House to receive the money. Captain Symonds, Mr. Clendon, Mr. Kemp, Mr. Preece, and Mr. Nelson were there. Mr. Preece said to me, “Tiopira, what have you got to say?” I replied, “I want eighteen pence per acre.” Mr. Preece said, “The price cannot be raised above the first figure named.” I replied, “That is according to the price offered by Mr. Brissenden, viz. one shilling and one penny an acre. You are a new man and should give a new price.” Mr. Preece answered, “I will not consent to that.” I said, “Well, then, I will not sign my name.” Mr. Preece: “It was you yourselves who agreed to this price.” I replied, “Will Parore receive a higher rate than this per acre?” Mr. Preece: “No, you are the only ones that have received money—viz., £600 for 12,000 acres of Waipoua. Parore has not received any of this.” I replied, “That is another price altogether, and was surveyed at another time as a reserve for us, and was not included in this.”

We continued arguing the matter, when Paora took up the question and said, “Would you not agree to exclude 2,000 acres; because the balance is small, and 2,000 will cover it?” Mr. Preece consented, and Paul said to me, “You had better give your consent.” I then said to Mr. Preece, “If the £100 for Waimata is forthcoming now, I will agree to sign my name.” Mr. Preece said, “You will receive the money for Waimata now.” Whereupon I agreed, and the money was divided as follows:—£2,000 to me and £2,000 to Parore; that concluded the matter, and the deed conveying the Maunganui Block for the sum of £2,000 was read. Mr. Kemp then signed his name. Secondly, similar arrangements were made regarding Waipoua, for £2,000, and Mr. Kemp signed his name to that also, and the three documents were signed by Mr. Kemp, and I then signed them. At the time I signed them there was no other money but that £2,000 in these documents for Maunganui and Waipoua.

We then went back, but in our absence Mr. Preece had let Parore have £2,500. I was troubled at the deceitful conduct of your European Land Purchase Agents. I have been derided by the Ngapuhi, and am overcome with shame. I said to Paora, after this, you must urge Mr. Preece and Mr. Kemp to divide the £500, as we have got into trouble through the Europeans, and the chiefs on my

side said, had the operations in connection with this matter been suspended at the proper time, these Europeans could not have acted in this tricky manner. Paul said he would speak to Mr. Kemp about it. I then went back to my place, where I remained in great trouble of mind at the confused way in which your Europeans were making this purchase. That is why I came to see you personally, viz. about the £500 which Parore got. I too should receive a like sum, because Parore had £2,500 and a piece of land containing 250 acres out of the Maunganui Block, which was given back to him by the Government. The piece only contains 12,000 acres according to Mr. Preece, and that was why I was to have such a small portion of the money. This is wrong; had it been a piece out of Waipoua No. 1, it would have been right, like the 250 acres which was given back to Parore by the Government out of Maunganui, and that is why I consider that we should have received an equal amount, viz. £2,500 for Parore and £2,500 for myself, or else that the extra £500 paid to Parore should be equally divided between us; Parore to receive £250 and I £250, thus making a total of £2,250 for me and £2,250 for Parore, and then my signing my name for the £2,300 for Maunganui and £2,200 for Waipoua would have been right. But this is a false accusation against me, and only done to make you believe that I really did sign my name for that sum. Mr. Preece's action is wrong, and the consideration money was charged against those lands in such a manner as to lead you to believe that the money was received by both of us, that is to say, Parore and myself. No, Parore alone received it. I have not known Mr. Brissenden to act in such a manner. Mr. Preece's word, which he is trying to maintain about the 12,000 acres, must cease.

To Sir Donald McLean.

TIOPIRA KINAKI.

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### No. 6.

His Honor the SUPERINTENDENT, Auckland, to the Hon. the COLONIAL SECRETARY.

SIR,—

Superintendent's Office, Auckland, 16th May, 1876.

In acknowledging the receipt of your letter of the 4th instant, regarding a letter which had been addressed to me by Mr. J. A. Tole, I have to request that you will inform me whether or not the Government will institute an inquiry into the circumstances complained of by Mr. Tole, as I earnestly requested they would.

The Hon. the Colonial Secretary, Wellington.

I have, &c.,

G. GREY.

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### No. 7.

His Honor the SUPERINTENDENT, Auckland, to the Hon. the COLONIAL SECRETARY.

SIR,—

Superintendent's Office, Auckland, 21st March, 1876.

I have the honor to submit, for inquiry and consideration by the General Government, the copy of a letter which I have received from Mr. J. A. Tole, M.G.A., regarding alleged improprieties in connection with the purchase by the Government of a block of Native land near Hokianga.

I have, &c.,

The Hon. the Colonial Secretary, Wellington.

G. GREY.

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### Enclosure in No. 7.

Mr. J. A. TOLE to His Honor the SUPERINTENDENT, Auckland.

SIR,—

Auckland, 13th March, 1876.

I have the honor, in pursuance of the interview which, in company with the Native chiefs Paora Tuhaere, Heta te Haara, and Haurangi, I had with your Honor a few days ago on the subject of the improprieties connected with the purchase of Native lands near Hokianga, to make known the facts relative to the Opouteke Block, having already written to you Honor on the subject of the other two blocks named Waipoua and Maunganui.

Early last year the above-named Opouteke Block, containing 43,622 acres, was subject to an adjudication *coram* Symonds, Judge of the Native Lands Court. The claimants were three in number, named respectively Heta te Haara, Haurangi, and Mare, the last-mentioned of whom, apparently, was the acknowledged claimant of the greatest territorial interest. The Court was about to enter into the usual investigation of the claim, when, after a short conference with Mare and Heta te Haara, and on the persuasion of Mare and with the concurrence of Heta (a concurrence never since questioned), Haurangi addressed the Court to the effect that it was arranged that Mare should be allowed to be sole grantee of the whole block on condition that he (Mare) would consent to hand over to the others (Haurangi and Heta), when the block would be sold, such portion of the total purchase money as would be equivalent to that part of the block (viz. 8775 acres) contained within certain limits, which limits were, with the consent and by the direction of all parties, in their presence and in the presence of the Judge and other officers of the Court, accordingly officially delineated by pencil lines by the Government Interpreter on the official map submitted to the Court. In order that this arrangement amongst the claimants might be judicially noticed, Haurangi properly made a special request to the Judge that a record of the fact might be made; and such, it is understood, was made.

Mare, consequently, became the sole grantee. Till recently (and at such a distance of time from the first adjudication, that a second hearing or appeal was, according to the Native land laws, rendered impossible) nothing ever transpired to create any doubt that the arrangement come to by the parties, and recognized by the Court, would be violated.

The block has recently been purchased by the Government, through their Native Land Purchase Agents, who, I am instructed, were thoroughly aware of the existing agreement amongst the Natives

concerned; and here, in no little degree, lies, as I am informed, the grievance which it is desired to bring under your Honor's notice; for the Native Mare has been paid the whole of the purchase money, and the other Natives, Haurangi and Heta te Haara, have received nothing, except to the extent and in the manner as I shall now describe. They spoke, on the occasion of the completion of the purchase, both to the Native Mare and the Native Lands Purchase Agent who was paying the money, reminding them of the agreement arrived at in the Court and sanctioned by the Judge; but Heta and Haurangi were in turn reminded that the time for a re-hearing had passed, and that Mare, being the sole grantee, no other person could be recognized; nor were Heta and Haurangi deemed entitled to their agreed portion of the purchase money, notwithstanding that the arrangement was public, before a legal tribunal, and then and there confirmed, by being marked upon the judicial map in the presence of the parties, by the Interpreter of the Court.

Under this representation of the position of the matter, Haurangi was, in the absence of Heta te Haara, induced by the Government Agent ("out of feelings of friendship," as it was stated, and also out of consideration for the loss they had sustained by Mare's repudiation) to sign a Government voucher for the sum of one hundred pounds (£100), of which he (Haurangi) received ten pounds (£10), the remainder being reserved, as it was alleged, for payment to Heta, who has accordingly been offered the balance of ninety pounds (£90), but which he has indignantly refused, maintaining, with Haurangi, that they, together, are justly entitled to their proportion of the total purchase money, which proportion, calculated at the selling rate per acre for the block, would amount to about six hundred and fifty pounds (£650).

Acting upon instructions from these so far prejudiced Natives, I, with them, and in company with the Native chief Paora Tubaere, waited upon Colonel Haultain, the Trust Commissioner under the Native Lands Frauds Prevention Acts, with the view to his making most searching inquiries into the equitable disposition, amongst the proper parties, of the purchase money, before testifying to the satisfactory alienation of the block, by the indorsement of the certificate to that effect. The conveyance has not yet reached his office, and the Trust Commissioner has, at my request, kindly taken a few concise notes of the circumstances herein detailed.

The Natives on whose behalf, as solicitor, I now write, respectfully request that your Honor will endeavour to secure the money to which they are entitled, by such representation to the Government, or otherwise, as your Honor, under the circumstances, may deem effectual.

I have, &c.,

JOSEPH AUGUSTUS TOLE,

His Honor the Superintendent, Auckland.

Solicitor.

30th March, 1876.—HON. NATIVE MINISTER,—

C. C. B.

3rd April 1876.—Recommended that this be forwarded to Mr. Preece for his report.

H. T. CLARKE.

3rd April, 1876.—Approved.—D. McLEAN.

6th April, 1876.—MR. CLARKE,—

Will you act upon this? I believe Mr. Preece is an officer of your department.

G. S. COOPER.

20th April, 1876.—Attached hereto is a memorandum by me on the subject.—J. W. PREECE.

### No. 8.

Mr. PREECE to the UNDER SECRETARY, Native Office, (Land Purchase Branch.)

SIR,—

Auckland, 20th April, 1876.

I have the honor to acknowledge the receipt of a letter addressed by his Honor the Superintendent of Auckland to the Hon. the Colonial Secretary, covering the copy of a letter from Mr. J. A. Tole to himself, referred to me by you for my report thereon; and have the honor to return the same enclosed with a memorandum attached containing my remarks thereon.

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

I have, &c.,

J. W. PREECE.

### Enclosure 1 in No. 8.

MEMORANDUM *re* Mr. Tole's Complaint concerning the Opouteke Purchase and the Claim of Te Haurangi and Heta Te Haara thereto.

THE circumstances connected with the above matter were duly reported by me in my letter to the Under Secretary, Native Office, dated 12th February, 1876,\* under the heading of "Mangakahia Lands." I will, however, add the following remarks in reply to the statements contained in Mr. Tole's letter:—

Mr. Tole states that there were "three claimants who appeared before the Court, named respectively Heta te Haara, Haurangi, and Mare." Such was not the case. Heta te Haara was present in the Court the whole time the case was being proceeded with, and never in any way made the

\* *Vide* No. 9.



slightest claim to the land, either for himself or on behalf of any one else, although the Judge several times asked whether any one objected to the unanimous desire of all present that Kamariera te Wharepapa (who is called Mare by Mr. Tole) should have his name alone inserted in the memorial of ownership. It was at this stage of the proceedings that Te Haurangi came forward and stated that he had no objection, but that a portion of his land was included in the survey, and he was quite willing that Te Wharepapa's name alone be in the memorial, provided that he (Te Wharepapa) pay him his share of the money when the land should be paid for. So far the statement is correct, and Te Wharepapa agreed to do so; but Heta te Haara took no part whatever in these proceedings, although present all the time, which he has since admitted to me, in the presence of Mr. Kemp, on my reminding him of the fact.

It is also true that the Judge told Te Haurangi to mark off the piece he claimed, and that a pencil line was drawn across the plan of the land by the Interpreter of the Court at the direction of Te Haurangi, and not objected to by Te Wharepapa, who was looking on at the time. I do not myself, however, consider that such a line could give any correct idea of the actual portion which Te Haurangi really claimed, for it was not a line describing any natural features such as usually form boundary lines of Maori claims, nor was it even a straight line from any point known or described by name to any other point similarly defined, but an arbitrary straight line crossing the plan, which itself showed no distinctive features, neither Te Haurangi or Te Wharepapa, being Maoris, having any idea on what scale the plan was drawn, or what proportion the one portion had to the other. At the same time whatever interest Te Haurangi may have been entitled to, Te Wharepapa did admit that he had an interest, and he, without any persuasion on the part of Te Wharepapa (as is incorrectly stated in Mr. Tole's letter), but after consulting with others of the Natives, voluntarily informed the Court that he was willing to leave the matter in Te Wharepapa's hands on condition that he got paid for his portion. It is true that the portion so marked out on the plan by a pencil line does contain 8,775 acres, as shown afterwards by the separate areas having been calculated, but there was no mention of area at the time, and I do not believe for one moment that either Te Wharepapa or Te Haurangi himself had the most remote idea that such an extent was included, nor do I myself rely on such a description as giving a correct view of the boundary line between the two parties in the case of Maori claims.

Mr. Tole remarks on the fact of such a length of time having elapsed between this settlement and the actual purchase of the land so as to preclude the claim being reheard. This was, no doubt, unfortunate, and weakened my hands in effecting a settlement between Te Wharepapa and Haurangi; but the reason was that the then Agent was not in possession of funds at that time to enable him to complete the purchase, and before he obtained the necessary funds the Natives had dispersed. He (Mr. Brissenden, who was the Agent at the time) went to meet the Natives at Kaihu as soon as he was in possession of funds, but did not settle with them on that occasion because they were not all present, Te Haurangi being one who was absent. The first opportunity there was after that of meeting them was at the Kaihu Court in January last, when the matter was closed by me, as related in my report above referred to.

Early in January, namely, on the 6th, I met Te Haurangi at Ohaeawai. I then informed him that I had appointed to meet Te Wharepapa and the Mangakahia Natives at Kaihu on the occasion of the sitting of the Native Lands Court, advertised to be held on the 27th January, and warned him to be present, as I intended to settle for the Opouteke Block. Heta te Haara was with him at the time, and said he would try and be there too, if he was well enough. This was the first I knew of Heta in the matter, and he did not then prefer a claim.

On my arrival at Kaihu on the 27th January, I met Haurangi, who handed me a letter from Heta te Haara and Ihaka te Tai, of which the following is a translation:—

“FRIEND,—

“Ohaeawai, 24th January, 1876.

“Greeting.—This is a request from us to you about the money belonging to Peita te Haurangi. Do not pay it there, but give him ten pounds; take the greater portion to Auckland.

“To Mr. Preece, Kaihu Wairoa.”

“IHAKA TE TAI, and  
“HETA TE HAARA.

On reading this letter I asked Te Haurangi whether this was his desire; he replied, “Yes.” I told him it entirely rested with him, as I did not know Heta in the matter. He said Heta had written the letter with his knowledge and consent. On proceeding to settle the purchase of the block, I told Te Wharepapa that I should require to retain for Te Haurangi the amount of money in proportion to the area marked off on the plan. Te Wharepapa said he intended to deal fairly, but that the amount claimed by Te Haurangi was out of all proportion to his interest, and that it was a matter which he alone was responsible for, and that I had no right to interfere; that the money would all be taken to Mangakahia, and there be dealt with by the whole of the persons interested.

I endeavoured in every way in my power to effect a settlement of the matter between them, and assembled them and others together to discuss the question. In this discussion, I must say that Te Haurangi made out a very poor case for himself as to the extent of his claim to the land; yet, notwithstanding that, I did my best to get Te Wharepapa and the other Mangakahia Natives to settle with him there and then, but they insisted that it was a matter entirely between them and Te Haurangi, and Te Wharepapa refused to sign the deed unless I paid him the amount of the purchase money.

Mr. Tole refers to the matter as an “arrangement which was come to by the parties and recognized by the Court.” Such it was “by the parties” and between them, namely, Te Wharepapa and Te Haurangi, and that arrangement relating not to the land itself, but to a portion of the proceeds of the sale of the same; the nature of which arrangement will be found in the records of the Court; and on the evidence of that record, I presume, Te Haurangi has a legal claim against Te Wharepapa, independent of any sum I have paid him, provided he has not already settled it, as I am informed he had done before he ever saw Mr. Tole. When I found I could not get the matter settled between Te Wharepapa and Te Haurangi, and as it was a matter of dispute as to money between them, Te Haurangi having no legal right to the land, but having, as I considered, a good remedy at law as

against the money, if Te Wharepapa failed to settle with him, I, on giving the matter careful consideration, and after consultation with Mr. Kemp, who was present on the occasion, decided that my only course was to pay Te Wharepapa the amount of the purchase money agreed on in full, and to settle with Te Haurangi to waive his claim, as far as the Government were concerned, for a stated sum, reserving to himself the right to sue Te Wharepapa for whatever he might be entitled on the agreement between them, in any competent Court if he choose, if he could not effect a settlement with him. He was at first averse to doing this, but after a time came to me of his own free will and intimated that he was willing to accept what I had offered him, namely, £100 in full satisfaction as against the Government of any claim he may have had on the land or its proceeds. He at the same time said that, as regards his claim against Te Wharepapa, he would get Heta te Haara to use his influence to settle that. I accordingly, before settling with Te Wharepapa and the Mangakahia Natives, paid Te Haurangi the sum of £100 in the presence of H. T. Kemp, Esq., Civil Commissioner, explaining the matter fully to him, and getting his signature to a voucher for the amount, and explaining to him the contents of the same.

On my paying the amount, he returned me £90 to take to Auckland, as requested in Heta te Haara's letter, which I took, and at the same time wrote a letter to Heta fully explaining the matter, and telling him I had, in accordance with his letter, and by the consent of Te Haurangi, taken his £90 to Auckland, to be handed over, when demanded.

I read this letter to Te Haurangi, who said it was right and took it. Attached is a copy of that letter together with a translation of the same.

Mr. Tole states, "They, (alluding to Heta te Haara and Haurangi) spoke on the occasion of the completion of the purchase both to the Native Mare and the Native Land Purchase Agent who was paying the money, reminding them of the agreement arrived at in the Court and sanctioned by the Judge, but Heta and Haurangi were in turn reminded that the time for a rehearing had passed," &c. The fact is, Heta te Haara was not within a hundred miles of the place at the time, nor had he been there for eight months previously. Nor did I remind Te Haurangi that the time for a rehearing had passed, but Te Wharepapa did; nor was this discussion at the time of the payment of the money, for the whole matter had been discussed for several days, and I had settled with Te Haurangi the day before I paid the money, although I gave him the opportunity of again preferring his claim to Te Wharepapa, and the others when the money was paid to them. The payment to Te Haurangi was made on the same day as that to Te Wharepapa, but during an earlier part of the day.

About the end of February, Heta te Haara and Te Haurangi came to Auckland. I was very busy with some Kaipara Natives at the time, and, as they said they were in no hurry, I appointed a day to meet them at Mr. Kemp's office. During the interval I noticed them several times having long conversations with Mr. J. A. Tole and John Lundon about the town, the latter of whom seemed to be acting as interpreter. When I met them at the appointed time and offered them the £90, they both refused to take it, and Heta told me he either had seen or intended to see Sir George Grey on the matter, and that the whole purchase would be upset. There was, however, no indignation shown by either Heta or Haurangi in the matter; they certainly declined at first to accept the money, which being their own property (I only holding it in keeping), I left it where I had tendered it to them—namely, in Mr. Kemp's office—and said no more to them on the subject, leaving them to exercise their own judgment in the matter. However, on the 6th March, seven days before the letter of complaint written by Mr. Tole purporting to be on their behalf, they of their own free will asked Mr. Kemp for the money and it was given to them.

Prior to this and to their visit to Auckland, they had, I am given to understand, accepted a sum of money from Te Wharepapa, through Mitai Pene Tau, as a satisfaction of their claim on him; so it seems to me they came to Auckland for no other purpose than to draw the £90; at the same time not losing the opportunity, when it offered while they were here, of getting more if they could.

I find, as a rule, when Natives are really dissatisfied on any matter that they are quite equal to the task of writing direct to the Hon. the Native Minister; nor are they slow in doing so, without seeking the aid of a solicitor with whom they are not acquainted. At the same time they are equally ready to revive a settled claim, if encouraged by any one to do so.

I do not myself believe there is any dissatisfaction in the minds of either Te Haara or Te Haurangi on this matter; in fact I was in the same steamer with them on their return North after they had taken the money, and they seemed perfectly satisfied, and on most friendly terms with me, and never once alluded to the subject; and I am of opinion that in the amount they have received they have got fully as much, if not more, than they would have been found to have been entitled to had their case, or rather the case of Te Haurangi (Heta having made no claim whatever), been heard in detail in the Court. At all events I had no option but to deal with the legal owner, and treat Te Haurangi's claim as an equitable one, entitled to some consideration under the circumstances, and did treat with him without using any undue influence or persuasion, but in a fair and open manner, and closed with him, apparently to his satisfaction, and at all events with his consent, as Mr. Kemp will, I think, vouch for, he having been present during the whole transaction. I may or may not be chargeable with want of judgment in closing difficult Maori negotiations, but during a career of twelve years as a Native Land Purchase Agent, Sir George Grey and Mr. Tole are the first who have ever charged me with being guilty of improprieties in connection with my business. However, I can afford to let the matter rest on its merits.

I have seen Paora Tuhaere and asked him what he knows of this matter? His reply to me was, "That he was requested by Mr. Tole to accompany him, with Heta te Haara and Te Haurangi, to go and see Sir George Grey, and on their arrival there, Sir George Grey asked him what he had to say; he replied that he knew nothing of the matter; on which a conversation took place between Mr. Tole and Sir George Grey, in English; and that after that interview, Mr. Tole requested him to accompany them to Colonel Haultain's office: he did so, but with a view of inquiring about the Maunganui and Waipoua deeds, taking no interest whatever in this matter. The deed relating to the purchase of the Opouteke Block has not yet been referred to the Trust Commissioner, it being in the hands of the

Inspector of Surveys, awaiting particulars of the linkage of some of the lines, which he was not at the time able to furnish me with, a surveyor having gone to the block to re-chain them. This, however, does not affect the boundaries, which were cut long ago since, but has delayed the transmission of the deed, so that the Trust Commissioner will have an opportunity of making the "most searching inquiries" desired by Mr. Tole, and equally courted by myself.

J. W. PREECE.

20th April, 1876.

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Enclosure 2 in No. 8.

[TRANSLATION.]

Mr. J. W. PREECE to HETA TE HAARA.

FRIEND,—

Kaihu, 2nd February, 1876.

Greeting. Your letter has reached me, but Te Wharepapa and the others did not agree to give Te Haurangi any money; but Te Wharepapa says that they will consider you both.

I have paid the money to them, as I have no right to retain it; so you two must demand it from them. If any of those moneys are paid over to you both, well and good, but I did not like to see you not get any, and on that account I have paid to Te Haurangi £100 in full satisfaction of the claims of both of you to that land, so that neither of you may hereafter turn round on the Government to search for further payment. If you both choose to obtain any further sum from Te Wharepapa, well and good; but this, which I have paid, is a payment in full as far as I am concerned.

The £10 I have given to Te Haurangi, and the balance, namely, £90, I take to Auckland in accordance with the word in your letter that I should hold it, and Te Haurangi agrees to your proposal.

Te Heta te Haara, Ohaeawai.

From your affectionate friend,

PREECE.

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No. 9.

Mr. PREECE to the UNDER SECRETARY, Native Office.

SIR,—

Auckland, 12th February, 1876.

I have the honor to report that I returned on the 10th instant from attending the sitting of the Native Lands Court, held at Kaihu, where I have been able to complete the purchase of the Waipoua, Maunganui, Kairara, Opouteke, Waerekahakaha, Pekapekarau, and Oue Blocks of land, containing in the aggregate 155,400 acres.

It will be remembered that with regard to the first two blocks, namely, Waipoua and Maunganui, a very sore dispute has existed for some time between the old chief Parore te Awha, supported by Te Tirarau and the Ngapuhi on the one part, and Tiopira Kinaki (a man comparatively unknown outside his own tribe, the Roroa), supported by the Ngatiwhatua and Uriohau tribes on the other part.

The Agents having paid to the last-named tribes very excessive deposits, and having entirely ignored the rights of Parore and his people, caused so strong an opposition on his part to the survey and sale of the land that at one time (about this time twelve months) there seemed to be every probability of hostilities breaking out between the tribes. At that time Parore, on my advice, desisted from taking active measures to forcibly stop the survey, and contented himself by asking the Government to stop it, instructions to which effect were given by the Hon. the Native Minister, which, however, did not reach the surveyors until the work was done.

I was at this time acting as a private Agent, and advised Parore to permit the survey to continue, and trust his claim to title to the Native Lands Court, where he would be sure to secure his rights, whether the land was surveyed by other claimants or not; to which he, after considerable hesitation, consented, and has since then patiently awaited the result of the decision of the Court: at the same time he has carefully refrained from taking any deposit, or committing himself in any way as to the sale of the land.

The case was to have been heard in May last, but the feeling was then still running high; and the Waipoua Block, being a portion of the same estate, having been advertised to be heard at Hokianga about the same time, I deemed it advisable to get them both postponed.

The cases were again advertised for August last, but were again put off. On the occasion of the present sitting of the Court, the weather being fine, and all parties being assembled and anxious to get rid of so long and unsatisfactory a dispute, the question was gone into by the Court by consent of all parties concerned.

The Court was composed of H. A. H. Monro, Esq., and Captain Symonds, Judges; and Hori te Whetuki, Native Assessor.

The Court was opened on the 27th January, and the Maunganui case commenced.

The Roroa, Uriohau, and Ngatiwhatua were represented by Paora Tuhaere, who conducted their case for them.

Parore te Awha and his people were represented by Taurau (brother of Te Tirarau), who conducted their case.

The whole question was fully gone into, a number of witnesses having been examined and cross-examined, which fully gave the whole history of that part of the country for some fifty years past, leaving the Court in a position to give a judgment without any hesitation.

On the conclusion of the hearing of the Maunganui case, which lasted several days, the Court asked the claimants and counter-claimants whether they wished to go over the whole ground again in the Waipoua case, or whether they would take the evidence which had been taken for Maunganui to

apply to Waipoua, as both blocks were part of the same estate, the line dividing them being only an arbitrary one laid down by the surveyor, and forming no tribal division of the land. To this all parties were willing, having on both sides exhausted all the evidence they had to offer; so the Court then adjourned to consider their judgment, and assembled on the following day to pronounce the same. In this, however, a fresh complication arose, which evidently took the two Judges by surprise, and certainly surprised every one else; it was this:—

When the Court were about to give the judgment, the Assessor intimated that he wished to say a few words to the people, in order that they may not think he took no interest in the matter. He was permitted; and proceeded to express his opinion, which, it appears from what transpired afterwards, was the very opposite of the decision of the two Judges, fully concurred in by the Assessor himself when they were consulting together.

This placed the Court in a dilemma. However, the presiding Judge told the assembled people that they had no idea that the Assessor had opinions such as he had then expressed, and that they had discussed the whole matter fully together with the Assessor, who had concurred in the judgment the Court were about now to pronounce, and that it was quite contrary to the expression of opinion he had just given. However, the Court retired for a few minutes to a private room, to consult together. On re-assembling, the presiding Judge gave judgment, prefacing it by saying that according to law the Assessor must concur in the judgment, and that he could hardly tell whether he concurred or not, for although he said he now did, his expression of opinion was so absolutely contrary to the judgment itself, that it could hardly be taken as concurrence; such being the case, the judgment could only become valid by both parties accepting it.

It was the opinion of the Court that the Ngatiwhatua, Uriohau, and Roroa had become subjugated by Ngapuhi, and the two former completely driven out of the country after the battle of Te Ikaranganui; but that subsequently certain individuals of the Uriohau returned to the Wairoa, and lived under the protection of Kukupa, the father of Te Tirarau, for a short time, and eventually left for Otamatea and other parts of the Kaipara District. That a portion of the Roroa, including Tiopira Kinaki, after the Ikaranganui battle lived at Waimamaku and Waipoua, under the protection of Parore, and have continued to remain there ever since. On these and other grounds, which were gone into at considerable length, the judgment was that neither Ngatiwhatua nor Te Uriohau had any claim to the land, but that those of the Roroa who had continued with Tiopira to live and exercise rights of ownership on the land were entitled together with Parore and his people.

Both these blocks being about the same size, the Court therefore awarded the Maunganui to Parore Te Awha, and the Waipoua to Tiopira and their respective people, and adjourned for the day to enable them to talk the matter over, and either accept the judgment or not, or come to some voluntary arrangement, as the Court was precluded, by the conduct of the Assessor, from giving an absolute judgment.

Mr. H. T. Kemp, Civil Commissioner and District Officer for Kaipara, was present, and I consulted with him on the subject. We decided to let them have their talk out, and not to interfere with their consultations until they had exhausted their eloquence and arguments on each side. It is unnecessary to detail what took place, suffice it to say that after two days we succeeded in bringing both parties to terms, including the consent of the Ngatiwhatua and Uriohau portion of the claimants.

These negotiations had to be conducted with great tact and delicacy, both parties feeling strengthened in their position; Parore by the expression of opinion of the Judges, and the opposite party by the expression of opinion of the Assessor.

Mr. Kemp was of material assistance to me in this matter, both in his personal skill and tact, and, being so much older an officer of the Government he considerably strengthened my position with the Natives, particularly with those of the Ngatiwhatua and Uriohau, who to a certain extent looked upon me as favouring the other party, because I had, before joining the Government service, taken up the cause of Parore.

The settlement we effected was, that Parore and Tiopira should each be named in the memorial of ownership for both the Waipoua Block and the Maunganui Block, and that Parore should pay Tiopira a sum of £100 out of some moneys he had received for another block of land, in the title to which Tiopira had been defeated at a former sitting of the Court, and that Tiopira have the Waipoua Reserve. I am pleased to say that the arrangement was fully agreed to by all parties, and the result is that what has been a long-standing and sore dispute has been settled to the complete satisfaction of all the disputants.

This compromise was rather too much in favour of Tiopira, the reserve being 12,000 acres, and the interest in the other two blocks being equal. We could, however, come to no better terms with Tiopira's party, and we had to make it up with Parore in another way, he having the advantage of us, to a certain extent, as he had never taken a shilling deposit for the land, nor had he agreed as yet to sell at all, having been utterly ignored and treated as a man of no importance by the former Agents.

The terms of agreement as to title having been arranged, the Court re-assembled, and Mr. Kemp, as District Officer, informed it of the voluntary arrangement come to between the parties; and both sides having been questioned by the Court, the matter was settled, and the memorials of ownership ordered accordingly.

After preparing the deeds, I sent for Tiopira and Paora Tuhaere, who represented those who had sold and taken deposits to the amount of £620, and concluded with them at the price originally agreed upon by them, namely, at 1s. 1d. per acre, conceding only an extra sum of £56 13s. 8d. on the whole block of 72,892 acres, so as to make an even sum of £4,000 for the whole of the two blocks. Dividing this in half, and deducting the deposits already paid from the £2,000, his share, I paid Tiopira the balance, namely, £1,380, and the sum of £100 on account of Parore, against whose interest in the land I charged it. He then signed the deed for both blocks and vouchers for the amounts paid. This was done in the presence of Judge Symonds and Mr. Kemp.

Now came the difficulty in dealing with Parore, who had not as yet agreed to sell or to name a price.

He at first insisted on 5s. and 2s. 6d. per acre. I felt no anxiety however about this matter, for the question of title having been settled, I knew the eventual purchasing of his interest was only a matter of time. After a day or two of patient waiting, during which time I received assistance and advice from Mr. Kemp, as to conceding to a higher price, I eventually concluded with Parore, with the concurrence of his people, to purchase his interest in the whole of the two blocks for the sum of £2,500; thus purchasing the entire interest in both blocks, containing 72,892 acres, for the sum of £4,500, being a fraction over 1s. 2½d. per acre. I also agreed to let Parore have a small reserve in the Maunganui of about 250 acres, being an eel fishery which is to be cut out of the block and a grant issued to him for the same.

Parore then signed the deeds, upon which I paid him £2,400, which, together with the sum of £100 paid to Tiopira on his account, made the amount agreed on.

#### MANGAKAHIA LANDS.

These blocks are those the purchase of which was first negotiated for by Colonel McDonnell.

The price originally arranged for was at 2s. 6d. per acre, and afterwards reduced to 2s. for such portion of the land as was kauri forest, and 1s. 3d. for the balance of the land, excepting that the moneys which up to that time had been paid as deposit (which included a sum of £250 which had been advanced by a Mr. Wright, at Whangarei, on the orders of Colonel McDonnell, purporting to be given on behalf of the Government), amounting in all to £545 on the two blocks above named. I was not previously aware of the fact of there having been three prices agreed on. However, from the evidence of Mr. Nelson, Mr. Clendon, and Mr. Wright, who were present at the arrangement, together with the statement of the Natives, there is no doubt the agreement was as Te Wharepapa stated, although Colonel McDonnell only informed me of the two prices, 2s. 6d. and 1s. 3d. per acre; so I carried out the agreement as stated by the parties present.

Not being able to ascertain the actual acreage of the kauri forest contained in these blocks, I obtained information from reliable parties, and, with the concurrence of the owners, rated them as follows:—

<i>Kairara.</i>					
Kauri forest, 7,500 acres, at 2s.	...	...	...	...	£750 0 0
Land covering deposits, 1,960 acres, at 2s. 6d.	...	...	...	...	245 0 0
Balance, 17,346 acres, at 1s. 3d.	...	...	...	...	1,084 2 6
Total	...	...	...	...	£2,079 2 6

<i>Opouteke.</i>					
Kauri forest, 11,000 acres, at 2s.	...	...	...	...	£1,100 0 0
Land covering deposits (including £250 paid by Wright), 2,400 acres, at 2s. 6d.	...	...	...	...	300 0 0
Balance, rated at 1s. 3d., 30,222 acres	...	...	...	...	1,888 17 6
Total	...	...	...	...	£3,288 17 6

The owners being the same in each block, I, in order to make even money in each deed, transferred the odd 2s. 6d. from Kairara to Opouteke, making £2,079 for Kairara, and £3,289 for Opouteke.

There may be some discrepancy in the acreage of Opouteke, as the Inspector of Surveys has sent a surveyor to go over one of the boundaries again; but the figures on which this calculation is based, I obtained from the Inspector, leaving the acreage in the deed blank for the correct figures, which, he tells me, will not vary much. The Natives understand this, and accept the figures. There is, however, one proviso in the deed, that a grant be issued to certain Natives for 50 acres at a portion marked out on the plan, being an old burial-place. This, as well as the reserve before mentioned in Maunganui, will be laid off and placed on the plans of the deeds before the same are deposited for registration.

In addition to the sum of £3,289 paid to the Mangakahia Natives for Opouteke, I had also to pay a sum of £100 to a Native named Haurangi, to extinguish a claim he had to the block, which claim Te Wharepapa would not admit, although he had admitted it when the land went through the Court, Te Haurangi then leaving the matter in his hands. As this was likely to lead to some complication, I paid him the sum above-named, for which he agreed to dispose of any claim he might have. I consulted Mr. Kemp on this matter, and he quite concurred with me in the advisability of settling the matter in that manner. The price, therefore, of the Opouteke Block is £3,389, and is so stated in the vouchers and deed.

#### *Oue.*

This block is the old land claim purchased by the Government from the Rev. Charles Baker, and on which Mr. Brissenden has paid a sum of £125, in satisfaction of all Native claims on the surveyed portion of the same; it contains 3,968 acres. The title was passed by the Court without opposition, and a deed signed without any further payment.

There is yet a sum of £35 outstanding on Mr. Baker's claim, which was paid by Mr. Brissenden, but the land which is to represent that sum has not yet been surveyed; it is situated on the south of the Oue, and named Opuhete.

You will observe in the vouchers a contingency voucher for a sum of £200, paid to Te Wharepapa for services as agreed on by Colonel McDonnell, which I was instructed by you to pay in the manner I have. The whole of these blocks being completed, I have done so.

The purchases completed by me at Kaihu on this occasion are as follows:—

	Acres.	price	£	s.	d.
Waipoua ... ..	35,300	2,200	0	0	0
Maunganui ... ..	37,592	2,300	0	0	0
Kairara ... ..	26,806	2,079	0	0	0
Opouteke (about) ... ..	43,622	3,389	0	0	0
Waerekahakaha ... ..	2,520	315	0	0	0
Pekapekarau ... ..	5,592	699	0	0	0
Oue (Mangakahia) ... ..	3,968	125	0	0	0
Total area ... ..	155,400	Total price	11,107	0	0

Which, together with the purchase of Waimamaku last month, make a total of 182,600 acres since the 1st of January.

The vouchers connected with these payments I have furnished to Major Green, from whom I have obtained the money.

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

I have, &c.,  
J. W. PREECE.

### No. 10.

The Hon. the NATIVE MINISTER to His Honor the SUPERINTENDENT, Auckland.

SIR,—

Auckland, 19th May, 1876.

I have the honor to acknowledge the receipt of your letter of 2nd instant, addressed to the Hon. the Colonial Secretary, forwarding copies of further correspondence from Mr. J. A. Tole in reference to certain alleged irregularities in the purchase of the Waipoua and Maunganui Blocks, and to inform you that instructions have been given for an inquiry into the matter.

His Honor the Superintendent, Auckland.

I have, &c.,  
D. McLEAN.

### No. 11.

The Hon. the NATIVE MINISTER to Mr. R. C. BARSTOW.

SIR,—

Auckland, 19th May, 1876.

Certain statements have been made by Mr. J. A. Tole, calling in question the proceedings of the Land Purchase Agents in acquiring for the Crown the Waipoua, Maunganui, and Opouteke Blocks, and as it appears desirable, on public grounds, that an inquiry should be instituted into the alleged irregularities, I have the honor to request that you will, as soon as conveniently may be, investigate the matters referred to, and forward your report to me.

The papers relating to the charges made are herewith forwarded to you.

R. C. Barstow, Esq., Resident Magistrate, Auckland.

I have, &c.,  
DONALD McLEAN.

### No. 12.

Mr. BARSTOW to the Hon. the NATIVE MINISTER.

SIR,—

Resident Magistrate's Court, Auckland, 28th May, 1876.

I have the honor of acknowledging receipt of your letter of yesterday's date, accompanied by certain papers concerning the purchase of the Waipoua, Maunganui, and Opouteke Blocks, requesting me to inquire into certain irregularities alleged to have been connected therewith, and, in reply thereto, beg to state that I will investigate the matters referred to, and report as directed.

The Hon. the Native Minister, Auckland.

I have, &c.,  
R. C. BARSTOW,  
Resident Magistrate.

### No. 13.

REPORT ON PURCHASE OF MAUNGANUI and WAIPOUA BLOCKS.

THE original negotiations for these blocks, or rather block, the sub-divisions being quite arbitrary, were begun by Mr. Brissenden, who was assisted by Mr. C. E. Nelson, as interpreter. At this time the land was unsurveyed, and Tiopira alone was dealt with. An advance of £620 on account of the purchase at an agreed rate of 1s. 1d. per acre was made to Tiopira and friends. Subsequently Mr. J. W. Preece was appointed agent for the purchase of Native lands in place of Mr. Brissenden. A Ngapuhi chief, named Parore, had asserted a claim, and at one time threatened to stop the survey by force.

These lands were adjudicated upon at a sitting of the Native Lands Court, held at Kaihu, Kaipara, in January and February last, and eventually a memorial of ownership granted jointly to Tiopira and Parore. Mr. Preece with difficulty induced Tiopira to adhere to his arrangement for sale, a sum of £25 being thrown in to make the total up to £2,000. Up to the time of Tiopira's receiving his money and signing the receipts and deeds, no attempt had been made to buy Parore's moiety.

The charges against Mr. Preece resolve themselves into these—viz., that he induced Tiopira to complete the sale by a representation that Parore would not receive a greater amount for his share. The evidence of Messrs. Preece, Kemp, and Clendon refutes this charge, which rests on the statements of Paora and Mr. Nelson, which, however, greatly differ from one another. The second charge is, that the consideration money was not expressed in the deed when signed by Tiopira. This is in accordance with fact; the figures were merely pencilled in, and the notice of the attesting Judge called thereto, and the object thereof stated—viz., that should Parore be induced to sell, the sums paid to him might be added to those already given to Tiopira, and one conveyance to the Queen be taken from both vendors.

I can find no irregularity in these purchases. Tiopira received his due, and, indeed, in the joint letter of himself and Paora only begs for more money that his chiefs may not be put in a lower scale than Parore's.

I must notice the behaviour of Mr. C. E. Nelson, who, whilst in receipt of Government pay as clerk and assistant to Mr. Preece, kept a diary in which he made notes of matters which seemed to him to throw discredit on his superior, and, who, whilst still in the service of the Government, without communicating with Mr. Preece (whom he was to assist), Mr. Kemp, the Civil Commissioner and District Officer, or the Native Minister; handed over his note-book to Mr. Tole, his personal friend, a solicitor, and also a member of the House of Representatives. I refrain from commenting upon conduct so dishonorable. Mr. Nelson is not now in the service of the colony.

R. C. BARSTOW.

#### REPORT ON PURCHASE OF OPOUTEKE BLOCK.

WHILST this block was before the Native Lands Court, a Native named Te Haurangi asserted a claim to a portion of it, and pointed out on the plan the piece which he stated to belong to him. A pencil-line was drawn on the plan indicating the piece. He consented, however, that the grant for the entire block should be issued to Kamariara Wharepapa.

When Mr. Preece, as Land Purchase Agent, was about to pay the price which had been agreed upon to Wharepapa, he wrote to Te Haurangi, who thereon came to Kaihu. Mr. Preece gathered from some of the Maoris that Haurangi would not get any money from Wharepapa, and before paying for the land concluded an arrangement with him that on receiving £100 he would make no further claim against the Government, and only have recourse to Wharepapa. This sum was paid before the purchase money for the land was handed over. Te Haurangi and Heta afterwards came to Auckland to take steps against Wharepapa, but were met by Mr. Nelson, who induced them to go to Mr. Tole, and then to Sir George Grey. They both expressed themselves to me as having no complaint against the Government, that these grievances were manufactured by Messrs. Nelson and Tole, but that they hoped to get some payment from the parties who had appropriated the purchase money.

R. C. BARSTOW.

30th June, 1876.

THE attached statements of Paora Tuhaere, Charles Edwin Nelson, James Stephenson Clendon John Jermyn Symonds, James Wathen Preece, and Henry Tacy Kemp, written upon thirty sheets of paper, numbered 1 to 30, and by me fixed together, were severally declared to and signed by the said above-named persons under the provisions of "The Justices of the Peace Act, 1866," before me,

R. C. BARSTOW, R.M.

Police Court, Auckland, 29th June, 1876.

#### MINUTES OF EVIDENCE ON PURCHASE OF MAUNGANUI AND WAIPOUA BLOCKS, TAKEN ON 10TH JUNE AND FOLLOWING DAYS.

*Paora Tuhaere*: I am a Rangatira, of Ngatiwhatua, living at Orakei. I remember being at a Lands Court at Kaihu in February last. Maunganui and Waipoua Blocks were investigated at that Court. I was conductor of proceedings for one party. I heard the judgment of the Court. Maunganui was awarded to Parore, Waipoua to Tiopira. Then equal interests were given to Parore and Tiopira in each block. Tiopira himself had arranged to sell both these blocks prior to the survey. Brissenden and Mr. Nelson were the Agents arranging this purchase for the Government. I don't know the price. Some money was paid on account before it was passed through the Court. After the sitting of the Court I heard the price; I am not sure whether it was 11d. or 1s. per acre. I know what took place after the Lands Court about the sale. I wrote the particulars of this sale in my own hand to Sir Donald McLean. The whole statement is correct. Tiopira was thoroughly aware of the contents of that letter, which was written at the request of Sir Donald. At my first return from the Court at Kaihu, I complained to Mr. Kemp of the division of the money—of the £500. About a month after, Mr. Nelson came to me, on the occasion of Heta te Haara, Haurangi, and others being in town. Mr. Nelson said to me, "You had better go to Mr. Tole's office or house as companion to Heta or Haurangi; they are there." When I reached there Mr. Nelson was not there, and I went by myself. I found only Mr. Tole and two Natives there. Tiopira was not there. Nothing was said, as there was no interpreter to speak between us. He did mention Maunganui and Waipoua. Mr. Nelson had not told me to speak about those blocks, but only as a companion to Heta and others. About three days after Mr. Nelson came and interpreted about this matter at Mr. Tole's office. Not much was said, but it was about this sum of £500; that was the first time that I was aware that the matter was put into Mr. Tole's hands, as a lawyer. Mr. Nelson told me that this was the lawyer who was to ask Sir George Grey to ask the Government for our money; that was all that took place. We then went to Colonel Haultain's. On our arrival there, we found that the deeds of Waipoua and Maunganui had been passed by him. Heta's deed was there. Myself, Heta, Haurangi, and Mr. Tole were

the party who went to Colonel Haultain's. A few days after, Mr. Nelson came again to me. My name was not in the Crown grant. I went to Colonel Haultain's because Mr. Nelson and Mr. Tole asked me to do so. It was on account of Tiopira that I was asked by them to go. This originated here, but my speaking to Mr. Kemp was by the desire of Tiopira; he told me to ask the Government quietly for the money. Richard de Thierry was present in Colonel Haultain's office with us, I think. I am wrong; it was William Young, the interpreter, who was there: he acted as such. I did not take him there; it was their doing. When Tiopira and self left Kaihu, Parore was at his own *kainga*, near there. After we went they fetched him. I saw a payment made in the Court House to myself and Tiopira; the payment made was £1,400, and £100 for Waimata. Parore was not present. The payment for the block was not all made then. I did not see Parore receive any money. The amount he received was published to the tribe. The letter from Parore was given to Mr. Kemp, but not read in Court. Tiopira signed three receipts. There was a separate document for the £100; that I saw. I was present and heard the deed interpreted by Mr. Clendon to Tiopira. I did not see the writing; I only listened to the interpretation. The price mentioned was £2,000 for Waipoua, and £2,000 for Maunganui. Mr. Preece was present at the reading of the deed. I heard Tiopira ask Mr. Preece if Parore had assented to the £2,000 as the price. Mr. Kemp was there too. I do not know Mr. Preece's reply as I was confused; all that took place was there in my letter. On the same day Mr. Preece had said to us (myself and Tiopira) that the price was fixed, and that they would not get a higher price; this was in consequence of Tiopira saying that he would not sign his name till he got 1s. 6d. per acre. Parore's name was not mentioned at that time. I was not near Parore when he was arranging for the sale. At the time of sale it was not mentioned at all by Parore what price he should receive, whether more or less. Tiopira asked if Parore would not receive a larger payment than himself. Mr. Preece replied that the price would not be increased, that he would not get more. Mr. Nelson asked me to go with Mr. Tole to Sir G. Grey. I went. He questioned me; I did not reply; Mr. Tole spoke. Sir G. Grey asked me what I had to say. Mr. Tole took up the reply. He did not ask me if the account was true. Sir G. Grey said to us Maoris: "My sons, I will ask for your money from Government quietly." Mr. Nelson and Mr. Tole told me that Mr. Tole would be the lawyer to speak to Sir G. Grey. I knew what I went for, as I had been told. I understood Mr. Tole was going to speak about this. Had I wanted to take up this matter I should have gone to my own lawyer, Mr. McCormick. Had the £250 or £500 asked for been received, I should have got some, as I have an interest in the land.

PAORA TUHAERE.

I, Paora Tuhaere, of Orakei, do solemnly and sincerely declare that the statements herein above made by me are true; and I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1866."

Before me—

R. C. BARSTOW, R.M.

*Charles Edwin Nelson*: I have been a resident for some years in the Kaipara District, and am a licensed interpreter. I was engaged with Mr. Brissenden in purchasing land for the Government from the Natives. Mr. Brissenden and myself first negotiated the purchase of these two blocks, about nine months previous to sitting of Native Lands Court upon them. Our negotiations were both with Tiopira and Parore. We concluded a bargain with Tiopira, at rate of 1s. 1d. per acre for any land surveyed and adjudicated to him. I paid Tiopira, and adherents of his, £620 on the block, which was then called Waipoua only; this money was paid after the price was agreed upon, some before the survey, some during it, some after completion. I offered Parore the same price after I had paid some money to Tiopira, some £150. Parore was willing to accept the price if I had given an advance on account of £500. I offered £100. He said, "You will never get the land." He said I had negotiated with the other party first. This took place at Kaihu. I saw Parore again afterwards, after having paid Ngatiwhatua £200. I tried again to bargain, without effect. He asked for £500; I offered £200, which he would not take. Parore told me twice to stop the survey; and I heard that he had threatened to stop it with an armed party. The survey was completed. I was present at the sitting of the Native Lands Court at Kaihu. It opened on 27th January. These blocks were adjudicated upon. The decision of Court was given on 1st February. Decision was that Tiopira was to have Waipoua, and Parore Maunganui. Hone Whetuki did not agree. Paora Tuhaere, on behalf of Tiopira, Ngatiwhatua, and other tribes, objected. Tiopira said he would go and take possession of the land: let the Court suspend this judgment. The Court adjourned. Mr. Kemp and Mr. Preece came down to Mangawhare, where the Natives were, to effect a conciliation, which they ultimately did. Tiopira told Mr. Kemp that he would only consent on condition that himself and Parore were both included as grantees of blocks of Waipoua and Maunganui, and for the reserve at Waipoua to be his own; and for the "right of conquest" to be effaced from the deed. Mr. Kemp said he would do what was just and reasonable. He had seen Parore and Tiraarau. On Wednesday, 2nd February, Messrs. Kemp and Preece came to Mangawhare again, and brought word from Parore that he had agreed to Tiopira's request of previous evening. Then Tiopira began to quibble, saying that both names should be in Maunganui, but his own name only in Waipoua. Mr. Preece objected. Tiopira stated that he would consent if Parore gave him £100 out of money he had received from Waimata Block. Mr. Preece said he would take upon himself to promise that Parore would do this. In the afternoon, 3 p.m., Messrs. Kemp and Preece returned with a letter from Parore, saying that he would agree that he and Tiopira should be in both pieces; that Tiopira should have Waipoua, and should have £100 from Waimata. Paora Tuhaere wrote a letter accepting the terms on Tiopira's behalf, and Tiopira signed it. There was a plan of the reserve in the Court. Its area was not then mentioned. The next day the Court met, Mr. Kemp read the first portion of both letters, avoiding any mention of the £100 for Waimata, which Parore had agreed to pay Tiopira. I asked Paora to make a copy of these notes in his pocket-book, and he did so from memory immediately after. The Judge said that memorials of ownership should be made out in conformity with this arrangement, viz. the names of each in the grant, and Tiopira and party only in the reserve. On Friday, 4th, about 10 a.m., Paora and Tiopira went to



Kaihu; I followed half-an-hour after. I saw Messrs. Kemp and Preece there. The latter said he was going to see Parore and Tira-rau, but would not be long. They stayed away about an hour. When I saw Mr. Preece again, he requested me to get Tiopira and Paora to come to the Court House. I did so. There were present Kemp, Preece, Clendon, Austin, Tiopira, Paora, and myself. Mr. Preece mentioned that the area of two blocks was 72,892 acres, which at 1s. 1d. amounted to £1,974. "Wait," said Tiopira; "I acknowledge that I agreed to sell the land to the Government at that price; but I agreed with Nelson, and he has nothing to do with it now; you are a new person, and ought to give another price. I must have 1s. 6d. per acre or I sign no paper." To this Mr. Preece replied, "Although I am another person, I am working for the same Government that purchased the land from you; you have taken money on account; you have given receipts for it, and agreed to sell the land at 1s. 1d. per acre." Tiopira then asked, "Has Parore consented to accept this money?" Mr. Preece replied, "Yes." Mr. Kemp took it up and said, "We have just come from Parore's house; he has consented." Paora then said, "Tiopira is bound to complete this sale; but regarding the price, I think it should be made something more. Will you not make it up to £2,000?" To this Mr. Preece agreed at once, though he said it was wrong to extort money from him in this manner, especially as Tiopira had already received over £600 and 12,000 acres of land. Tiopira then said, "You told me yesterday that you agreed to pay me £100 Parore agreed to give from sale of Waimata." "Yes," said Mr. Preece, "I will pay you the Waimata money now." Mr. Preece then said to Mr. Kemp, "I will go for the money and some blank vouchers, as I must get Tiopira's receipt." I remarked to Mr. Preece, "This money is being paid by Parore to Tiopira; Tiopira has no business to sign for it." Mr. Preece said, "Parore's money is not here, and I must have a receipt to keep accounts square with the audit." I said, "It is simply a monetary transaction; you pay on Parore's account; he should give you a receipt for money advanced." Mr. Preece said, "I cannot see why you should put in any obstacles." I replied, "That will do." Mr. Kemp said, "Mr. Nelson; Parore's money is not available; the money paid for Waimata is in Auckland." I said, "It is certainly no business of mine, only it seems somewhat strange." Mr. Preece left the Court House, and not long after returned with money and voucher forms. He said he had been looking for Captain Symonds, and could not find him; would I go and seek him, and ask him to come up. I went to verandah of hotel, and there found Captain Symonds. I asked him to come and witness some deeds at the Court House; and I ran back again, as I was anxious to read contents of vouchers about to be signed by Tiopira. When I re-entered Court House, Mr. Preece was filling up duplicate papers for Tiopira to sign. I went up by side of Mr. Preece, and by momentary view perceived the voucher to be an acknowledgment for £100 on account of Maunganui. Captain Symonds entered the Court and took his seat. Mr. Preece handed Tiopira £100 in bank-notes, and placed the paper before him: "This is the £100 for Waimata—to sign your name." Tiopira put on his spectacles and signed his name to the vouchers in duplicate, which were subsequently witnessed by Mr. Kemp. [Voucher produced.]

The voucher is for £100 (No. 15, 1876, 4th February), 9th payment, on account of purchase of Waipoua and Maunganui, £620, former payment.

Shortly after Maunganui and Waipoua deeds were produced, Mr. Clendon was asked by Mr. Preece to act as interpreter, Mr. Preece explaining to him the arrangement, and that the consideration was to be £2,000 in each piece. Mr. Clendon then interpreted the deeds, but as the consideration had been left blank, he read out £2,000 in both instances. Tiopira signed the parchments, took the money, took off his specs., and the transaction was completed. The blanks were not filled in when Tiopira signed. Captain Symonds was present when the deed was signed, and when Mr. Preece explained to Mr. Clendon that the consideration was left blank, but was to be £2,000. I do not know anything further than I have stated already as to any transactions between the Government and Parore about this land. The allowing the Waipoua reserve to Tiopira had nothing to do with the purchase, and did not affect it. My wife is a half-caste, but from the Karawa, not related to these people. I was employed by the Government to act in concert with Mr. Preece during these transactions. I kept a diary of what took place day by day. I am not in the service of the Government now. I made no complaint either to Government or to any one else of Mr. Preece's conduct whilst I was in the service; but I may have stated facts. I handed my pocket-book to Mr. Tole while I was in the Government service. I am not aware that this was a breach of the Civil Service Regulations. I was only engaged from month to month. At Kaihu I had seen a Native, named Haurangi, who had a dispute with Kamariera about the sale of the Opouteke Block, Mr. Preece having told him that, should he sue Kamariera, he would make him pay him something. In town here, afterwards, I saw Haurangi and Heta te Haara, who spoke to me about this matter, saying that law had been recommended. I mentioned Mr. Tole to them, and brought them to his office, and acted as interpreter for them. Heta said he had no money for law, and wished to go to Sir G. Grey, as he knew him. It was then I mentioned this present matter, and that Paora and Tiopira were much aggrieved at the way they had been treated. I brought Paora to Mr. Tole's office. I interpreted for them. I knew the facts rather, and brought them forward. I brought them forward at my instigation. Paora went to Mr. Tole's office, knowing what he came for. I never reported or mentioned to Mr. Preece that Paora or Tiopira were dissatisfied. I wish to mention that, on the 8th of February, at Kaihu, I was requested by Mr. Preece to fill in the consideration, which had been left blank in the Waipoua deed. It was pencilled in £2,200, and I wrote it in ink. I was also requested to fill in the deed of execution, which was of that date, 8th February. I did not fill in Maunganui deed. I did not notice it. There were many deeds there. I don't remember Mr. Kemp saying, on the wharf at Kaihu, after the transactions were concluded, "I think Tiopira had by far the best of the bargain," and my fully concurring therewith. I deny so doing. Tiopira and the whole tribe expressed indignation to me at the way they had been treated in receiving less than Parore. After Mr. Preece was employed, I was like the fifth wheel of a coach, and had nothing to do. I received pay to the end of May. My service expired at end of April last. I never reported the dissatisfaction to any one in the service of Government.

Declared to before me—

CHARLES E. NELSON.

R. C. BARSTOW, R.M.

*James Stephenson Clendon*: I am Secretary to the Native Lands Court at Kaihu, in the Kaipara District. I was present during the Lands Court session at end of January and beginning of February, 1876, when Waipoua and Maunganui Blocks were adjudicated. I have heard the evidence of Paora Tuhaere and Mr. Nelson, and have no wish to say anything thereon prior to the adjudication. I was present at the signing of the documents; I interpreted the deeds. The sum for consideration was blank, and the cause thereof explained to the Judge by Mr. Preece before me and to myself also. The cause was, that as the price which Parore would take had not been agreed upon, it was advisable to leave the space blank, so as to fill in the full amounts when ascertained and deed executed by Parore. The object was to make one deed answer for the sale of each block by the co-grantees, otherwise there must have been a separate deed for each interest in each block. When I read the deeds, I read them at the price for which Tiopira sold his claim, £2,000. Some days after I read the deed to Parore. I explained the deeds on each occasion. I expressed the consideration Parore was to receive; I am not certain that I told him how much Tiopira had received, but may have done. I understood that Mr. Preece advanced £100 on Parore's account to Tiopira, to come out of the Waimata money, which was, to my knowledge, in Auckland. I had seen it paid some months previously, and saw it sent to Auckland through a Mr. Mitchelson, Dargaville's manager. Tiopira was perfectly aware that he received the £2,000 in liquidation of his claim on the two blocks. When Tiopira received his money and signed the deed, he relinquished all claim and title to his interest in the two blocks; thereafter the Government and Parore would remain joint owners. I am stated by Mr. Nelson to have been present on the 4th, when Mr. Preece, in reply to Tiopira, said that Parore had consented to accept this money, and Mr. Kemp was said to have added, "We have just come from Parore's house; he has consented." I heard no such conversation. I knew that no arrangement had been made at this time as to price with Parore, and should have noticed such remark. I was close by and think I must have heard any such remark. I remember Paul asking for the increasing the price to £2,000, and that conversation, which lasted from twenty minutes to half an hour, till Captain Symonds arrived. Mr. Nelson was at the opposite side of the hall sitting under a window on a form; I was beside the table where the talk was going on the whole time. I heard Mr. Preece asked by Tiopira why it was necessary to sign the vouchers in addition to the deeds; Mr. Preece told him it was necessary to have the vouchers to send to the Treasury. I understood that the £100 was an advance for Parore on account of Waimata, the other the balance of the purchase money. I had heard the Natives themselves, at a public meeting, speak of and acknowledge the money they had previously received. I did not hear any dissatisfaction expressed by Tiopira's people after the transaction. William Young, interpreter, told me they had been to Colonel Haultain's about a month subsequently. I have only seen Tiopira and Parore once each since this business. I remember Mr. Kemp, after Tiopira had received the money, remarking that he had got the best of the bargain, and Mr. Nelson expressing his concurrence. This was, I think, in the Court-house.

Declared to before me—R. C. BARSTOW, R.M.

JAMES S. CLENDON.

*Paora Tuhaere*: I never employed Mr. Tole in Tiopira's name. I was not authorized by Tiopira to employ a lawyer. I never told Mr. Tole that I was authorized to employ a lawyer. Tiopira had only asked me to apply to Mr. Kemp. I never authorized Mr. Tole to act for me. Tiopira and myself have never applied for this investigation. When I appeared before Sir George Grey I never spoke, neither did the other Natives; only Mr. Tole. When Tiopira arrived in Auckland, after four days I took him to Okahu. Tiopira told me Mr. Nelson had been urging him to go to Mr. Tole. Tiopira then said he did not wish at all to have a lawyer; that he and I should go to McLean, and apply to him. We saw him. We wrote the letter of 5th May in consequence of that interview, at which Mr. Kemp and Mr. Preece were present. Sir Donald McLean asked us to put our statement in writing. Tiopira came down because he had heard that Sir Donald had arrived here. I do not know that any one wrote to him.

Declared to before me—R. C. BARSTOW, R.M.

PAORA TUHAERE.

*John Jermyn Symonds*: I am a Judge of the Native Lands Court. I remember being at Kaihu, Kaipara, at the end of January and beginning of February last, when the Maunganui and Waipoua Blocks were passed through the Court. It was part of my duty to witness the execution of the deeds. I did witness the execution of these deeds by Tiopira. It was three days, I think, prior to their being signed by Parore, which was on 8th February. The consideration money was not written in when Tiopira signed, for the reason that it was not then known what consideration money it would be necessary to put into the deed, because arrangements had not then been made with Parore, and that the money to be paid to him would have to be added to what had been paid to Tiopira in order to express the true consideration for the blocks. Mr. Preece called my attention to this, stating that he had not as yet arranged with Parore. There was no bother or trouble, and Tiopira seemed quite to understand what he was doing. It was clearly explained to him by the interpreter, Mr. Clendon, in my presence. I understand the Native language well enough to know that. I know that Tiopira sold his right to Maunganui and Waipoua to the Government. I do not remember the price, but he was paid in my presence, and he sold for the amount then paid to him, together with a sum previously paid on account. Ngatiwhatua seemed dejected at their claim being rejected, but Tiopira and people seemed well contented when I left, which was after Parore had been paid. When Mr. Preece mentioned that the consideration money had not been written in the deeds because Parore had not been arranged with, that statement was made openly in the Court House, and audible to everybody. There was not the smallest concealment about it. My official attestation to the deeds was not made till after completion of them by Parore's signature.

Declared to before me—R. C. BARSTOW, R.M.

JOHN JERMYN SYMONDS.

*James Wathen Preece*: I have no recollection whatever of Tiopira asking me if Parore had consented to the price, *i.e.* 1s. 1d. per acre. I have no recollection of his asking me any question as to what Parore was to get. I state positively that I never told him that Parore had agreed to any terms: had I told him that Parore had agreed to any terms, I must have told him a falsehood, as Parore had not then come to any terms whatever; nor did Mr. Kemp, in my hearing, and he was within two yards from me, make any such statement as described by Mr. Nelson. I did tell Tiopira that I would not agree to more than the 1s. 1d. per acre when he asked me for 1s. 6d., but this had no relation whatever to Parore, nor was he then mentioned.

These land-purchase transactions were entirely my own; Mr. Kemp was in no way responsible, though he did render me very valuable assistance.

Declared to before me—R. C. BARSTOW, R.M.

J. W. PREECE.

*Henry Tacy Kemp*: I am Civil Commissioner at Auckland. I have had knowledge for very many years of the nature of the several land claims at Kaipara and the North. I was a Land Purchase Commissioner for more than twenty years. I became aware of the reckless manner in which Mr. Brissenden, assisted by Mr. Nelson, paid money by way of advance to Natives having small or no interest in lands. I accompanied Mr. Preece, as I am District Officer, and had special instructions from Government to attend the sitting of the Lands Court at Kaihu in January last. I am thoroughly cognizant of all Mr. Preece's transactions in payment of money for land at that time; all were sanctioned by me, though I was not the active agent. I was present when Tiopira signed the deeds for Maunganui and Waipoua, and received the money therefor. He declined to sign unless he got the £100 for Waimata. Mr. Preece agreed to pay it on behalf of Parore. No inducement to sign these deeds was held out by any promise that Parore should receive no larger payment than himself, by myself or by any person in my hearing.

I took a prominent part in arranging with Parore, and suggested to Mr. Preece that as Tiopira had received 12,000 acres of reserve in lieu of 6,000, as agreed, that the sum of £500 beyond the amount paid to Tiopira might be paid to Parore, so as to equalize the consideration each received; and it was with some difficulty that we could persuade Parore to agree to this, when it is borne in mind that Waipoua itself was for very many years the favourite residence of Parore, and the difference in the price given to him, as with the value of the reserve, was very much in Tiopira's favour.

Declared to before me—R. C. BARSTOW, R.M.

H. T. KEMP.

#### No. 14.

#### MEMORANDUM *re* Mr. J. A. Tole's Complaint as to the Purchase of Maunganui and Waipoua Blocks.

MR. TOLE, after making certain statements, sums up by saying that "Tiopira's grievance therefore is, that though the original purchase money was understood to be £2,000 for each block, yet, since it has been thought necessary to increase that amount to the extent already stated (£500), he asserts that he is justly entitled to his proportion of it, and not that it should be all paid to a co-grantee."

The answer to this is that the original purchase money was never understood to be £2,000 for each block, but was 1s. 1d. per acre, which amounted to less than £2,000 for Tiopira's share, but that at the signing of the deeds I conceded the extra amount, making it come to £2,000, for all his right, title, and interest in both blocks; and as a proof of that being the case, it will be found that the voucher he signed for the balance of the money stated such to be the case—that is, the voucher acknowledges the receipt of one thousand three hundred and eighty pounds (£1,380) as a final payment for all his right, title, and interest, and acknowledging the former receipt of £620, thus making up £2,000.

The amount of the price of Tiopira's half of the land under his agreement was £1,974 3s. 2d. He asked me to make it up to £2,000, which I did, as it was only a matter of £25 16s. 10d. extra.

In settling up with Tiopira, I first read over to him in detail the vouchers for the various sums of money which had been paid to him and his party from time to time by Messrs. Brissenden and Nelson, amounting in all to £620. These payments he admitted. That point having been settled, I told him that by the papers before me it appeared he had, on receiving these various sums, agreed to sell the land to the Government for the sum of one shilling and a penny per acre (1s. 1d.). This he said was correct. He said I being a new purchaser should enter into a new arrangement. I told him that I was not the purchaser but the agent, and as he had agreed to sell to the Government at that price, and on the faith of that agreement, the Government had advanced him such a large sum of money as £620, and had been induced to incur the cost of survey and other charges, that he was bound to carry out his agreement.

I then told him the two blocks contained 72,892 acres, which, at 1s. 1d. per acre, would amount to the sum of £3,948 6s. 4d., the half of which would be £1,974 3s. 2d., which sum he was entitled to, less the £620 deposits. Paul Tuhaere then calculated the amount, and told Tiopira it was correct. They both said they were quite satisfied, but asked me to agree to make even money of it and let it be £2,000. This I agreed to, the difference being, as above stated, £25 16s. 10d.

I then went to the hotel to get the money, and first gave Tiopira the sum of £100 on behalf of Parore (the nature of which I shall presently show), as he (Tiopira) had made it a *sine qua non* that that sum should be paid before he would sign the deeds. This sum I advanced out of sums in my hands, as I knew Parore had no funds at the place, and I knew he would repay me even if we did not come to terms as to his interest.

I then counted out £1,380 in notes, and prepared vouchers for Tiopira to sign—one for £100 and one for £1,380—acknowledging the receipt of that amount as being "a payment in full satisfaction of his right, title, and interest in the Waipoua and Maunganui Blocks." These vouchers I read over to Tiopira and Paul in the presence of Judge Symonds, Mr. H. T. Kemp, C.C.; Mr. Clendon, Interpreter

of the Court; and Mr. Nelson, my assistant in the land-purchase matters, and fully explained the nature of the same to them. Tiopira then signed them in the presence of the gentlemen I have named, and they were attested by Mr. Kemp.

There could have been no possibility of there being any misunderstanding as to the £2,000 being the price of Tiopira's interest, for I remember distinctly, when Mr. Clendon, the interpreter, was reading over and explaining the deeds, he at first explained to them that the two blocks were being sold for £4,000; I at once corrected him and told him that the arrangement was that Tiopira was selling the whole of his interest for £2,000, which was then his explanation to them.

It is true that there was no total amount of consideration absolutely written in the deeds at the time, and I myself called the attention of the Judge to the fact, and told him that, as I did not yet know what I should have to pay Parore, I could not tell what the full amount was, and at the same time I asked him to note what I was now paying, and if Parore came to terms he would see what he was to get, which together with the amount now and formerly paid would be the price of the two blocks. I also told him that I would not ask him to attest the signatures of Tiopira until I should have come to terms with Parore and he should have signed; or, should I fail to come to terms with him, I would ask him to attest the signatures of Tiopira, and then insert the £2,000 as the consideration of his interest. The Judge did not attest the signature of Tiopira then, nor was the attestation clause written in or attested to until after the actual amounts of consideration of money for both blocks had been written in, in both deeds, and after Parore had signed them and the whole of the money had been paid. Judge Symonds and Mr. Kemp then attested the deeds and examined them, thereby seeing that the amounts named were true, and in accordance with the payments made.

The apportionment of the moneys in the deeds, at £2,200 for the one block and £2,300 for the other, was simply a matter of detail, in order to apportion the payments as nearly as I could according to area in round numbers, for the agreements with both Tiopira and Parore, although quite separate, were in each case not for the two blocks separately, but for each of their undivided interest in the whole area contained in the two blocks; and such division was a matter of no moment to the sellers, as both blocks were owned by the same parties, and the money was paid in each case in a lump sum.

There was no concealment of anything by me; the whole matter was done in an open and straightforward manner before a Judge of the Court, a Resident Magistrate, and two licensed interpreters, besides being publicly talked about. After Parore came to terms, and I had consented to pay him £2,500, I was asked by some of Tiopira's own people what he had got, and I told them. I saw Paul afterwards, as well as several of Tiopira's people, who must have known it, but they made no complaint, nor did I hear of any till I saw Mr. Tole's letter.

With regard to the question as to whether in the whole arrangements Tiopira has not obtained fully as much and more than Parore I shall presently show.

It must be remembered that the Maunganui and Waipoua Blocks alone (and not the reserve, Waipoua No. 2) were the subject of investigation before the Court up to the time of its giving its judgment, which judgment the Court informed the Natives could only be rendered valid by their mutual agreement, or by the Court accepting any voluntary arrangement come to between the parties. The Court did, however, give its judgment, in order, I apprehend, to acquaint the Natives how far their opinion went, and in this judgment they expressed an opinion that Parore had a superior right to Tiopira, and consequently, out of the 72,892 acres before the Court, they awarded to Parore 37,592 (Maunganui) and to Tiopira 35,300 (Waipoua), thus making the award to Parore 2,292 acres in excess of that to Tiopira.

This judgment could not be upheld in consequence of the strange conduct of the Assessor who sat with the Judges, who, having fully concurred with the Judges while they were conferring together, afterwards on the bench gave expression to quite a contrary opinion.

It must be remembered that the Waipoua reserve, containing 12,220 acres, was not under investigation at the time; had it been I have no doubt but that the Court would have awarded to Parore at least an equal interest with Tiopira, if not more, for the Waipoua settlement was his birth-place and continual home until only a few years ago, and in it was planted, and now stands, a fig tree, a present made by His Majesty George IV. to Hongi Hika, the uncle of Parore, who brought it out from England and planted it there. So Tiopira was not entitled by the judgment of the Court to be in the memorial of ownership of Maunganui at all, but in Waipoua, the lesser of the two by 2,292 acres, and the reserve of 12,220 acres was not before the Court.

It was only by an agreement come to between the parties after considerable discussion, and numerous proposals and counter proposals having passed between them, that it was arranged that Parore and Tiopira were each to have their names inserted in the memorial of ownership for both Waipoua and Maunganui, and that Tiopira should be paid by Parore the sum of £100 out of the proceeds of the sale of timber on a block of land named Waimata, which by the judgment of a former Court Tiopira had been found to have had no interest in, and that the Waipoua reserve should be in the name of Tiopira alone, which reserve was through the whole of that negotiation stated to have been 6,000 acres or thereabouts, whereas it afterwards became known to us that it was and is 12,220 acres.

Mr. Kemp and myself had very great difficulty in inducing Parore to agree to these terms, and had we known, as we afterwards did when too late, that the reserve was over 12,000 acres, instead as we understood about 6,000 acres, I am sure that I for one would not have asked him to agree to such terms; and it was that as much as anything which induced me ultimately to agree to pay him £500 more for his interest than Tiopira had sold for: at all events I had to do it, for it was the lowest amount that it was possible to get him to agree to take.

In order to show clearly the proportionate value that Parore and Tiopira have each had out of the whole estate in which they were jointly interested, I have put in the following form—

A STATEMENT showing the Value separately of the Arrangements as to Title and Sale of Maunganui and Waipoua Blocks.

						£	s.	d.
<i>Tiopira's Share.</i>								
Cash paid him by Government	...	...	...	...	...	2,000	0	0
Cash paid him by Parore	...	...	...	...	...	100	0	0
Value of reserve, 12,220 acres, at 1s. 1d.	...	...	...	...	...	661	18	4
<b>Total</b>	...	...	...	...	...	<b>£2,761</b>	<b>18</b>	<b>4</b>
<i>Parore's Share.</i>								
Cash paid him by Government	...	...	...	...	...	2,500	0	0
Value of 250 acres, reserve returned to him, at 1s. 1d.	...	...	...	...	...	13	10	10
						2,513	10	10
Less amount paid by him to Tiopira	...	...	...	...	...	100	0	0
<b>Total</b>	...	...	...	...	...	<b>£2,413</b>	<b>10</b>	<b>10</b>
<i>Recapitulation.</i>								
Value obtained by Tiopira	...	...	...	...	...	2,761	18	4
Value obtained by Parore	...	...	...	...	...	2,413	10	10
<b>Excess in favour of Tiopira...</b>	...	...	...	...	...	<b>£348</b>	<b>7</b>	<b>6</b>

Thus it will be seen that out of the block of land extending from the south boundary of Maunganui to the north boundary of Waipoua, including the reserve in question (all of which comprises but one estate as regards Native title), taking the value of the reserve to be only 1s. 1d. per acre, Tiopira has had in land and in money in excess of what Parore has received the sum of £348 7s. 6d., which I consider is considerably more than he is entitled to; and my opinion is borne out by the judgment of the Court, which found him to be entitled to less than Parore by 2,292 acres out of 72,892 acres.

But whether Tiopira has had the best of it or not, the fact remains. He agreed to sell all his interest in the two blocks for the sum of £2,000, and he did it with the full knowledge of what he was about, and he has received that amount in cash. And Parore agreed to sell his interest in both blocks for £2,500, and has received that amount in cash, of which he has paid £100 to Tiopira, as agreed on at the settlement of the question of title.

6th June, 1876.

J. W. PREECE.

Declared to before me—R. C. BARSTOW, R.M.

MINUTES OF EVIDENCE taken *re* Payment for OPOUTEKE BLOCK, 19th June.

*Te Haurangi*: I live at Mataawa. I remember the first bringing of the Opouteke Block before the Lands Court at Kaihu, in January, 1875. Symonds was the Judge. I was there with Heta. I spoke to the Court with respect to our land that was included in their survey, that is, the survey of Wharepapa and party. I was questioned by the Judge. Wharepapa disputed my claim. I said I did not dispute their claim to their land, but only to ours, that is, Heta, Ihaka te Tai, and myself. I said the land had been stolen by the surveyor, by them. The Maoris who assisted the surveyor, Hopoha, and others were asked by the Judge. My claim was admitted by the Court to our land that had been included in this survey. Opokena is the new name of the piece. The plan was placed on the table, and Wharepapa asked me if I knew my piece. I pointed it out; its name is Owata. I pointed out the other boundary, Te Pukitaru. I cannot point out the line on this plan (produced); but one was made on the plan in Court. The Court ratified it. My name was not written in. Heta then proposed that Wharepapa should be allowed to deal with our piece to. The Court and we all consented to this. It was arranged that my money should be paid to myself by Wharepapa, or some one paying the money, and that myself and Heta should be present when the money was being paid. This is what I said in the Land Court. Wharepapa promised that when he received the money that he would pay our share to us. There has been a great deal of deceit in him. I was at Kaihu when the money was paid for this land. Mr. Preece wrote for us to come. I went, but not Heta. He had also, at Ohaeawai, told me to come. I did not see the money actually paid to Wharepapa. I do not know how much he got. I expected to be paid for the area of my piece. I forget now how large the piece was. I did know at the first Court. I cannot say how much I ought to have had. Wharepapa did not give me a penny even. I did not know that he gave any to Heta or to Ihaka. Heta may say. I asked Wharepapa for it in Mr. Preece's presence. He replied that Heta and self were thieves. He was obstinate and would not give any. The only money I got at Kaihu then was £10 from Mr. Preece. I returned home. I left £90 in Mr. Preece's hand to bring to Auckland. This was paid to me in consequence of Wharepapa's bad behaviour. The £90 was taken to Auckland by Preece in consequence of a letter I had given him from Ihaka and Heta te Haara. Immediately after I had signed a receipt for the £100, I was told by Mr. Preece that I was to have no further claim on the Government. I would not have signed had I known this before. Mr. Preece and Mr. Kemp alone were present. The money was paid to me before this explanation. I had the money in my possession. I did not return it, nor make any objection to what had been said. Preece wrote a letter for me to give to Heta, and read it over to me. I took the letter to Heta, and gave it to him on my return to Ohaeawai. We both came to Kororareka and saw Ihaka. These two disapproved of what I had done in taking the £10. Heta and

self came to Auckland about it. We went to Mr. Kemp's office, and saw Mr. Kemp and Mr. Preece. Mr. Preece handed us the £90, and Heta would not receive it, as he did not approve of it, as the land was a large piece. We did not then take it. Heta said he would retain the land. We saw Mr. Nelson. I did not speak to him about this matter; perhaps Heta did. We went back to Kororareka. Before this (our return), Paora Tuhaere, Heta, and self were standing in the street at the corner of Queen Street, outside an entrance. Nelson had pointed out the place, saying that was the house of his lawyer. We went upstairs, and Nelson came up after. He interpreted for us. We did not speak, only Nelson: it was he who had advised us not to take the money (£90). He had talked to us at a public-house before this. We met him in Queen Street, and said he was very glad to have seen us before we went to the Native Office. He gave us all the information about the area of the land and everything. We went to see Mr. Tole to try to get money from the Government, not from Wharepapa. We all went together to Sir George Grey. We never said anything; the lawyer did all the talking. Paora spoke a little about his matter with Tiopira. We all went to Colonel Haultain also, then we returned to Kororareka, as I have said. I was not aware that Heta received this £90 while in Auckland.

Before the payment of the money, I spoke to Mr. Preece not to pay all the money to Wharepapa. I do not know if he heard me, as there was a noise. I was not present when Wharepapa was paid. I went to the Court House, but the door was closed. I may have got the £100 from Mr. Preece before Wharepapa was paid. Mr. Kemp was present. It was in the day-time, about noon sometime.

Na pei te, TE HAURANGI.

*James Stephenson Clendon*: I am Clerk of Native Lands Court, Kaipara District, sitting at Kaihu. I remember in May, 1865, the investigation of Opouteke Block. I was acting there. The adjudication was in favor of Kamariera Wharepapa, with consent of Heta te Haara and Haurangi. The opposition was in Haurangi's name. During the investigation, Haurangi pointed out a portion of the plan which he claimed. Captain Symonds, the Judge, drew a mark across with a ruler. It was a line between the two points known to Haurangi. Wharepapa made no objection at the time. He was to be sole grantee, but was to pay Haurangi for the acreage contained in the portion marked off. Wharepapa's name was inserted in several Crown grants, amounting to 80,000 acres in all. He was so put in at request of the Natives to act as agent for them. Mr. Nelson was present at this Lands Court during part of the time. I was present at Kaihu when the purchase was completed at last Kaihu Court (January and February, 1876). I interpreted the deed. I remember Haurangi expressing great dissatisfaction at Wharepapa not acceding to his claims—not giving him what he wanted. It was against Wharepapa, not against the Government. It was both before and after payment for the block. Heta te Haara was not at Kaihu at all, or probably would have got a larger share. Wharepapa had only a small interest in Opouteke. The money was distributed all through the country, to Bay of Islands and elsewhere.

JAMES S. CLENDON.

*John Jermy Symonds*: I am a Judge of Native Lands Court. I held a Court at Kaihu in May, 1875. The Opouteke Block was then adjudicated upon. Kamariera Wharepapa was appointed agent by the Natives concerned, and at their request his name was put in the memorial. Two Natives named Heta te Haara and Te Haurangi were present, and claimed a part of the block. Their claim was admitted. They pointed out the spot before the people in Court and Wharepapa; and a line was drawn across, either by myself or in my presence, to indicate the extent of their claim in a rough way. A note of their claim was made in the Court minutes. The memorial was made to Wharepapa with their full consent. The consent was asked for three times in open Court, and given. The grant would issue in Wharepapa's name alone, and he alone would have the power of selling. Te Haurangi alone was the complainant, not Heta te Haara. In January last, at Kaihu, I witnessed the execution of the deed of sale by Wharepapa to the Government [produced]. Haurangi was at the Lands Court. I do not know if he was present at the signing of the deeds. No protest of any kind was made when the deed was signed and the money paid.

JOHN JERMYN SYMONDS.

*Heta te Haara*: It was not my suggestion, at Mr. Tole's office, that we should go to Sir G. Grey; it was Mr. Nelson's. Mr. Kemp gave me the £90. When I first went, Mr. Kemp said, "Take your money." I said, "Let it be for a future time." At my second going, I found Mr. Kemp alone. I said, "I had come to fetch my money." He said, "Very well." Mr. Kemp gave it to me. Mr. Preece was not present then. Mr. Vickers was there. He brought the money upstairs. I knew what the money was—the money brought by Preece from Haurangi at Kaihu. I understood that we should have no further claim upon the Government by Mr. Preece's letter of the 2nd February. I believe that the letter produced is an exact copy of it. There had been no new arrangement about this land since then. I expected to have got £600, as I was told there was 5775 acres in our piece. I have applied to Wharepapa for the money, but he said it was all gone from him; that it rested with Petu and others who had the money. I knew that the £90 was with Kemp. Mr. Preece had shown it to us at the Native Office on the first occasion when we declined it before. Mr. Preece said he would not take it as it was not his, and left it with Mr. Kemp. He did not tell us that we might get more afterwards. Mr. Preece and Mr. Nelson both returned to Kororareka in the same steamer with me. On board the steamer, Mr. Nelson said to me that he was afraid of letting Mr. Preece see him talking to me. He did not talk to us in Mr. Preece's presence, I was not at Kaihu when the money was paid. I was ill, or should have gone.

HETA TE HAARA.

The statements of Peita te Haurangi, John Jermy Symonds, James Stephenson Clendon, and Heta te Haara were taken by me, on seven sheets of paper, number 1 to 7, and severally declared by the above-named persons, by virtue of provisions of "Justices of Peace Act, 1876."

R. C. BARSTOW, R.M.

## No. 15.

Mr. J. A. TOLE to Mr. R. C. BARSTOW.

SIR,—

Auckland, 8th June, 1876.

In addition to the witnesses in town and those already sent for by you, it is desirable that Mr. Clendon, the Native Interpreter, Helensville, and Clerk of the Court there, should be immediately telegraphed for, so that he might be enabled to come by the boat which arrives here to-morrow at about 10.30 a.m. I also request that the following documents will be produced at the inquiry, viz.,—

1. All correspondence between Tiopira and Parore relative to the matters under investigation.
2. The voucher signed by Tiopira for £100, as per arrangement between him and Parore, and any other voucher signed by Tiopira at the time of the completion of the sale of the Waipoua and Maunganui Blocks.

R. C. Barstow, Esq., R.M., Auckland.

Yours, &c.,  
J. A. TOLE.

## No. 16.

Mr. J. A. TOLE to Mr. R. C. BARSTOW.

SIR,—

Auckland, 18th June, 1876.

As I cannot be present during the progress of the above inquiry, which you propose to continue in my absence, I would respectfully request that further proceedings be delayed until I have an opportunity of being present.

R. C. Barstow, Esq., R.M., Auckland.

Yours, &c.,  
J. A. TOLE,  
Solicitor.

## No. 17.

Mr. J. W. PREECE to Mr. R. C. BARSTOW.

SIR,—

Auckland, 8th June, 1876.

I have the honor to make application for permission to invite the representatives of the Press to be present at the inquiry which is about to take place before you in reference to my land-purchase transactions. My object in making this application is in order that the fullest publicity may be given to both the actual nature of the charges and to my reply to them, as a statement has already appeared in one of the daily newspapers that the charges are of a "sweeping character;" the article containing the statement having been headed in the most conspicuous type with the words "Native Lands and Native Jobbery." I would, therefore, respectfully request that an opportunity may be afforded me of giving the whole matter publicity in the way I have indicated.

R. C. Barstow, Esq., Resident Magistrate, Auckland.

I have, &c.,  
J. W. PREECE.

## No. 18.

MR. GILL to Mr. J. W. PREECE.

MR. PREECE,—

Auckland, 26th May, 1876.

Herewith are copies of vouchers as per your telegram of this day.  
Mr. J. W. Preece, Auckland.

RICHD. J. GILL.

## Enclosure in No. 18.

*Treasury Voucher No. 40242.*NATIVE LAND PURCHASE DEPARTMENT, *Dr.* to TIPIRA KINAKI.

PROVINCE of Auckland, Hokianga and Kaipara District, Waipoua and Maunganui Block, 72,892 acres: price £4,500; being a payment in full satisfaction of his right, title, and interest to Waipoua and Maunganui Blocks. Tenth payment on account of above purchase, £1,380, on the 4th February, 1876. Former payments, £720. Claimant, Tiopira Kinaki.

*Treasury Voucher No. 40237.*NATIVE LAND PURCHASE DEPARTMENT, *Dr.* to TE HAURANGI.

PROVINCE of Auckland, Kaipara District, Opouteke Block, about 43,622 acres: price £3,389; a payment in full satisfaction of any claim Te Haurangi may have on the Opouteke Block, for which a memorial of ownership was granted by his consent to Kamariera te Wharepapa. Third payment on account of the above purchase, £100, on 1st February, 1876. Former payments, £300. Claimant, Te Haurangi.

*Treasury Voucher No.*NATIVE LAND PURCHASE DEPARTMENT, *Dr.* to TIPIRA KINAKI.

PROVINCE of Auckland, Kaipara District, Waipoua and Maunganui Block, 72,892 acres: price £4,500. Ninth payment on account of the above purchase, £100, on 4th February, 1876. Former payments, £620. Claimant, Tiopira Kinaki.

## No. 19.

MR. BARSTOW to the Hon. the NATIVE MINISTER.

SIR,—

Auckland, 1st July, 1876.

I have the honor, by way of supplement to the accompanying report, of forwarding for your information the following statement:—

On the 17th May, on receipt of your letter (with enclosures) requesting me to investigate into irregularities alleged to have taken place in certain land purchases in the North (Maunganui, Waipoua, Opouteke), I informed Mr. J. A. Tole, solicitor, who preferred the charges, and Mr. Preece, whom these appeared chiefly to affect, that I would hold the inquiry asked for in said papers at an early date.

I was annoyed at finding on the following morning articles in the newspapers on the subject of this inquiry, and spoke of this to Messrs. Tole and Preece. The former admitted that he had mentioned the matter in the offices of the Provincial Government, and that thence intimation might have reached certain papers.

Mr. Tole applied for copies of letters, reports, &c., connected with the purchases. I had these prepared for and supplied to him.

I desired, in pursuance of your instructions, to investigate the affairs referred to me without delay, but found that Mr. Commissioner Kemp, then in Waikato, was a necessary witness; and also that time would be required in order to communicate with the several Natives—Tiopira, Heta te Haara, Te Haurangi—said to be complainants. Accordingly, on 1st June I fixed the 9th instant for commencing, and notified the parties interested.

An application was made to me by Mr. Preece for permission to admit reporters, on the ground that many comments had appeared in the Press already, and that he was anxious that the inquiry should be public. I refused this, and also the request of Mr. Kemp that counsel should be allowed to attend on behalf of the officers whose transactions were called in question.

On Friday, at 2 p.m., in the room attached to the Police Court, I opened the inquiry. There were present, Messrs. J. A. Tole, C. E. Nelson, J. W. Preece, H. T. Kemp, C.C.; J. S. Clendon, Paora Tuhaere, and Mr. Brown, as interpreter.

I ruled that Mr. Tole appeared as having applied for the inquiry, and not as counsel for any client.

The matters connected with the purchase of Maunganui and Waipoua Blocks were proceeded with. Paora Tuhaere's evidence was first given, and though I several times expostulated with Mr. Tole against the need of going into the proceedings of the Native Lands Court when adjudicating upon these blocks, on his stating that it was essential to his case that the whole transaction should be opened out, I gave way; thus Paora's evidence was not concluded till 5.30 p.m. I allowed Mr. Tole to put, through myself, to the witnesses any question he desired.

I sat again at 10 a.m. on the next day (having myself suggested an earlier hour, Mr. Tole objecting, as it was his unpunctuality caused delay). Mr. Nelson's evidence was taken. Mr. Tole constantly pressed the taking, as it seemed to me, of irrelevant matter, so that it was a quarter-past 1 when this witness was done with. Mr. Tole then stated that, as he must leave Auckland on the 12th (Monday) for Wellington, for his parliamentary duties, he would be unable to attend further. An adjournment was asked for, and 2 p.m. fixed for resuming. Mr. Nelson promised to reappear, but failed to do so. I only examined Mr. J. S. Clendon, and adjourned again till the 13th, for evidence of Captain Symonds, Judge of Native Lands Court.

During Mr. Clendon's examination, I received a note from Mr. Tole, asking me to postpone the further hearing until after the Session of Parliament.

In the course of this day's proceedings, Mr. Tole admitted that, when he wrote his letters to the Superintendent stating that he was employed professionally on behalf of Tiopira, he had never seen nor heard either by letter or message from that chief, but that he looked upon Paora Tuhaere as Tiopira's agent. Paora flatly contradicted this fact (the agency), and also that he in any way authorized Mr. Tole to act for Tiopira or himself. Mr. Tole also stated that he had not made and did not expect to make anything, *i.e.* pecuniarily, out of the parties.

I cannot refrain from expressing my opinion that the tactics pursued by Mr. Tole, in protracting the examinations of Paora and Mr. Nelson, were adopted for the purpose of preventing my holding the whole inquiry in his presence. I feel certain that the entire matters connected with the purchase of Waipoua and Maunganui might have been examined into during the six hours occupied by these two witnesses.

On Tuesday, 13th, Captain Symonds gave his statement, and I then further adjourned until Monday, 19th, for Heta te Haara and Te Haurangi. I took their testimony as to sale and payments in respect of Opouteke; and, hearing from Tiopira that he would not attend on the 29th, concluded the inquiry by examining Messrs. Kemp and Preece.

I return herewith all the documents furnished to me for the purpose of this inquiry, together with the evidence taken in the matter, and some explanatory papers and notes.

I have, &amp;c.,

The Hon. the Native Minister, Wellington.

R. C. BARSTOW, B.M.