

1883.

NEW ZEALAND.

THE POUAWA BLOCK, GISBORNE

(LETTER FROM MR. C. A. DE LAUTOUR RELATING TO).

Laid on the Table by the Hon. Mr. Bryce, with leave of the House.

MR. DE LAUTOUR, M.H.R., to the Hon. the NATIVE MINISTER.

SIR,—

Wellington, 30th June, 1883.

I have read with regret a letter dated the 23rd March, 1881, from Mr. Judge Heale to his Honour the Chief Judge.

This letter contains a statement of the circumstances under which the Pouawa Block was subdivided by the Native Land Court, sitting at Gisborne, under the presidency of Mr. Heale, and asks for instructions. It appears to have remained unnoticed in your office for two years and a quarter, and to have been brought before Parliament rather suddenly, without any reference to Gisborne for explanation. Under these circumstances it may unduly influence the House of Representatives and Legislative Council in the matter of legislation to be proposed during the present session if, as I think, the statement it sets out is made in error.

Being familiar with the circumstances of the purchase of the Pouawa lease referred to by Mr. Heale, though in no way interested or responsible, I think it right to place my information at the disposal of the Government, believing it to be inexpedient that erroneous allegations of fact should be accidentally communicated to Parliament, by His Excellency's command, without Ministers being enabled at the earliest moment to advise their withdrawal.

Mr. Heale states that Pouawa was leased in 1874 ("seven years ago it was leased," &c., he says, writing in 1881), for twenty-one years, at a rent of £100 per annum. This is incorrect. Pouawa was passed through the Court in 1869; and either that year or the following year was leased for £200 per annum, for twenty-one years, to Mr. G. S. Cooper. This lease almost immediately fell into the hands of Mr. G. E. Read. The rent payable did not satisfy this gentleman, so he at once obtained a new lease from the Native owners at half the original rental—£100 per annum. Mr. Read's interest in the lease was next sold to Mr. Percival Barker and Mr. Allan McDonald. An arrangement of partnership affairs left the lease of Pouawa with Mr. McDonald. In the year 1878 Mr. McDonald sold out his interests in Pouawa, together with a lease of Kaiti and 15,000 sheep, to Mr. David Doull, formerly of Wyndham, Otago.

Kaiti is a valuable block, containing about 4,500 acres, well covered with natural grasses. It is situated between Gisborne and the Pouawa Block, being divided from the township by the Turanganui River, now about to be bridged. The owners in Kaiti are intimately associated with the owners in Pouawa. Mr. Doull had in 1878 acquired the interests in one or more leases of Kaiti, made for the usual period of twenty-one years, at an aggregate rental of £175 per annum. These leases had, at the time of the Pouawa subdivision, been running about seven years, and it is probably these which Mr. Heale has so strangely confounded with Pouawa, the lease of which in 1881 had certainly not fourteen years to run. In 1880 Mr. Doull was in occupation of Pouawa and Kaiti. Both blocks were well stocked with sheep, much fencing was on the ground, and the homestead was situated on Kaiti. Mr. Doull had also purchased the freehold of Papawhariki, a small block of 110 acres, naturally a portion of Kaiti, which, for some reason, had been Crown-granted. This valuable little block immediately adjoins the site of the proposed harbour works at Gisborne.

The Natives, sixty-five owners in Pouawa, and a still larger number in Kaiti, had to draw, in Pouawa, £100 per annum for ten years; in Kaiti, £175 per annum for about fifteen years. It was not possible for them to sell individual interests in the freehold, for such alienations were illegal if made prior to subdivision. They believed, as did Mr. Heale, that the land was good agricultural land, chiefly that portion totally under fern, which was no use to the lessee in its natural state for pasture.

Mr. Doull was unable to make improvements. He had to contend with disease in his flocks, since happily stamped out. He had no increase; on the contrary, he had fewer sheep than when he purchased from Mr. McDonald. He was being prosecuted successfully for infecting his neighbours' sheep. Under these circumstances he was not unwilling to sell his leases, provided he could pay off his encumbrances and leave, once more to take up his southern properties, without a total loss of all the money he had brought into Poverty Bay. The Natives agreed to resume Mr. Doull's leases and to pay a sum of £25,000 (I take Mr. Heale's figures) for the lease of Pouawa, the leases of Kaiti, all the stock and improvements, and the freehold of Papawhariki. This sum represented the aggregate value of the encumbrances and some premium to Mr. Doull. The money was to be paid by sales of a portion of Pouawa, a title to which was to be obtained through the Land Court. Kaiti was also to contribute by sales or by money borrowed upon a fixed proportion of freehold