

1940.  
NEW ZEALAND.

# THE NATIVE PURPOSES ACT, 1935.

REPORT AND RECOMMENDATION ON PETITION No. 23 OF 1931, OF RIHITOTO MATAIA AND OTHERS, RELATIVE TO THE GOLDFIELDS REVENUE IN RESPECT OF GOLD-MINING RIGHTS OVER NATIVE LANDS WITHIN THE DISTRICT EXTENDING FROM MOEHAU (CAPE COLVILLE) TO THE AROHA MOUNTAIN; PETITION No. 347 OF 1934-35, OF RIHITOTO MATAIA AND OTHERS, RELATIVE TO THE PURCHASE OR ACQUISITION BY THE CROWN OF THE OHINEMURI BLOCK AND OTHER LANDS WITHIN THE OHINEMURI AND HAURAKI DISTRICTS WHICH WERE SUBJECT TO CERTAIN AGREEMENTS DATED THE 19TH DAY OF DECEMBER, 1868, AND THE 18TH DAY OF FEBRUARY, 1875, AND TO THE PURCHASES AND PAYMENTS REFERRED TO IN THE SAID PETITION; AND PETITION No. 196 OF 1935, OF HOANI TE ANINI AND OTHERS, WITH REGARD TO THE MINING RIGHTS IN RESPECT OF NATIVE LANDS WITHIN THE COROMANDEL AND HAURAKI DISTRICTS AND THE PAYMENT OF GOLDFIELDS REVENUE ARISING THEREFROM.

*Presented to Parliament pursuant to the provisions of Section 22 of the Native Purposes Act, 1935.*

Native Land Court (Chief Judge's Office),  
Wellington, C. 1, 28th June, 1940.

Memorandum for the Hon. the NATIVE MINISTER.

PETITIONS No. 23 OF 1931, No. 347 OF 1934-35, AND No. 196 OF 1935 RELATING TO  
HAURAKI GOLDFIELDS.

PURSUANT to section 22 of the Native Purposes Act, 1935, I forward the report of the Native Land Court.

As the inquiry in respect of which the report is made was held by myself, my recommendations form part of the report itself.

Transcript of the shorthand report of the proceedings at the inquiry has not been attached as an appendix as it is of such volume that it would make the report of inordinate length, but it is available from the Native Department if required at any time.

CHAS. E. MACCORMICK, Chief Judge.

In the Native Land Court of New Zealand, Waikato-Maniapoto District. In the matter of section 22 of the Native Purposes Act, 1935, and of references by the Chief Judge in terms of the said section for an inquiry and report on the claims and allegations made by the petitioners in Petition No. 23 of 1931, by Rihitoto Mataia and others, of Petition No. 347 of 1934-35, also by Rihitoto Mataia and others, and of Petition No. 196 of 1935, by Hoani Te Anini and others, relating to the purchase or acquisition by the Crown of lands within the Ohinemuri and Hauraki districts and of goldfields revenue in respect of goldmining rights over all Native lands within the district from Cape Colville to Te Aroha Mountain and with regard to mining rights in respect of Native lands within the Coromandel and Hauraki districts and the payment of goldfields revenue arising therefrom.

## REPORT.

ALTHOUGH the references were dated the 1st day of November, 1935, the matter stood over for several years, during which time it was periodically notified for hearing. The petitioners were not ready to proceed until March, 1939, and proceedings extended over several sittings till August. The petitioners were represented by Messrs. Sullivan and Cooney, while Mr. Prendeville appeared for the Crown. It will be observed that the petitions are in very general terms. The effect of them really is to ask for an inquiry into the whole proceedings with regard to the deeds of cession by the Natives of the mining rights over certain areas in the districts mentioned, which areas were ceded to the Crown for mining purposes, the mining revenue derived therefrom, and an inquiry into the circumstances under which certain blocks of land were purchased by the Crown. Petition No. 347 of 1934-35 gives the most detailed statement of the Natives' complaints. It may be mentioned that

the statement in paragraph 9 of that petition as to certain difficulties in regard to the issue of orders for certificates of title by the Native Land Court referred not to the Crown awards, but to the awards to the Natives themselves. This is on record in the files of the Court. These difficulties did not prevent the issue of valid titles to the Natives, who got all the areas that were excluded from the sales of the blocks by the deeds of sale to the Government.

Copies of the said petitions are attached hereto as Appendix A.

Before discussing the claims generally, it may be convenient to deal with a subsidiary case or claim set up by certain members of the Ngati Porou Tribe of the Tairarwhiti District. These claimants are not petitioners and, strictly speaking, were not entitled to any hearing apart from the general hearing, but I considered it advisable to hear what they had to say. The claim relates to two blocks of land, Mataora (now divided into Nos. 1 and 2) and Harataunga. The Ngati Porou people had no ancestral rights to these blocks, which were the subject of gifts to them by leaders of the Ngati Tamatera Tribe for services previously rendered to the donors by members of Ngati Porou. So far as the Mataora Block is concerned, I am quite unable to see that the claim is substantiated. This block was included originally within the general boundaries of the Ohinemuri Block. It was, however, excepted from the deed of cession or mining agreement with the Government in respect of Ohinemuri. On the investigation of title, the block was excluded from the order for Ohinemuri and awarded under the gift to Ngati Porou. The suggestion that under these circumstances it should be entitled to a share of any payments that might be made by the Crown to the Ohinemuri people appears to me to be quite unfounded, and, in point of fact, I am reliably informed that Mataora is a pastoral block and that no mining operations have ever taken place upon it. It is still Native land. If the Crown ever collected mining revenue from it and has not paid it, it should do so. In any event, there is no ground at present for any separate finding. With regard to Harataunga, that block has been subdivided into a great many divisions. Some of the divisions have been acquired by the Crown, others by Europeans. This block, however, is the subject of one of the deeds of cession for mining purposes made by the Native owners to the Crown, which will be hereafter referred to. If then, any compensation or other payment be made to the Hauraki Natives in respect of claims made by the petitioners, Harataunga Block would undoubtedly be entitled to participate to some extent. A question was raised by the conductor for these Ngati Porou people in relation to the timber that stood upon the block. He contended that the Crown, by virtue of the deed of cession, had been constituted trustee for the Natives in regard to the timber on the land, and that, although the Natives themselves had sold the timber and received the proceeds, the Crown as trustee was liable to them for neglect of duty. The claim is, in my opinion, quite without merit. The Native owners cannot eat their cake and still have it.

Coming now to the general claims of the petitioners, it may first be stated that it is common ground between counsel for the petitioners and the Crown's advisers that the Natives have no enforceable claim in law.

Their claims may be dealt with under three headings: Firstly, the matter of the accounts in respect of the mining revenue received by the Crown; secondly, the effect in law of the deeds of cession or mining agreements; and thirdly, the circumstances relating to the subsequent purchase by the Crown of some of the blocks affected by the deeds. There were five deeds of cession:

- (1) Deed of cession dated 27th July, 1867 (Kauaeranga Block):
- (2) Deed of cession dated 9th November, 1867 (Mamaku No. 1):
- (3) Deed of cession dated 9th March, 1868 (Mamaku No. 2):
- (4) Deed of cession dated 13th May, 1868 (Harataunga):
- (5) Deed of cession dated 18th February, 1875 (Ohinemuri).

Three of these deeds of cession were validated by the Auckland Gold Fields Proclamations Validation Act, 1869. The deed of cession of 9th November, 1867, was not validated by the Act or even mentioned, but the area affected was proclaimed as a goldfield and treated as such ever since. The Ohinemuri deed of cession also was not so validated. The Ohinemuri Goldfield Agricultural Leases Validation Act, 1876, merely validated certain agricultural leases, the validity of which was doubtful. It did not purport to validate the deed of cession. That, however, was validated in 1892 by section 17 of the Mining Act of that year.

The conveyances to the Crown are—

- Waikawau conveyance of 31st March, 1872:
- Waikawau conveyance of 29th July, 1875:
- Moehau conveyance:
- Omahu West conveyance:
- Omahu West 1 conveyance:
- Omahu West 2 conveyance:
- Omahu West 3 conveyance:
- Ohinemuri conveyance:

Copies of all the above-mentioned documents are attached as Appendix B.

No oral evidence was led by either side at any stage of the proceedings, both parties relying on records and statutory provisions.

Coming now to the question of account of the gold-mining revenue collected by the Crown, it may be stated at once that it is not practicable for a complete or satisfactory statement of account to be furnished now. For such information as is available the Court and the parties are almost entirely indebted to the industry and perseverance of departmental officers—Messrs. Dunstan, of the Treasury; Owen Darby, of the Lands Department; and Norman Smith, of the Native Department—who carried out an exhaustive search for records in all places where some might be expected to be found. Records

are not now obtainable which would show the details of the distribution of revenue collected to the individual Natives entitled, or even the blocks from which the revenue came, though there is some information in parliamentary paper B. 15 of 1869, and in Mr. Puckey's report of 31st July, 1880, but no actual vouchers. Up to the year 1881 the practice seems to have been for the Receiver of Gold Revenue to pay the amount to which the Natives were considered entitled into an account known as "the Miners Rights Deposit Account," which was originally opened in the names of Dr. Pollen and Mr. James Mackay, but transferred to the names of Dr. Pollen and Mr. Puckey on 14th October, 1869. These persons distributed from time to time the available funds. Mr. Puckey's report of 31st July, 1880, states that the money was paid to the Natives "in accordance with the proportion of the whole accruing from their respective interests in the goldfield." There does not seem to be any check on this available for inspection now. Mr. Puckey himself states that no inspection whatever was made of his accounts until December, 1878.

Certain petitions were presented to Parliament in 1876 and 1877. The reports of the Native Affairs Committee state that both petitions are similar in effect, that the accounts appear to have been regularly kept, and no unreasonable delay appears to have taken place in the payment of moneys due, but the Committee recommended that the Government should give full facilities for inspection of the accounts by some competent person to be appointed or approved of by the Maoris.

Mr. Puckey was instructed accordingly. Mr. H. E. Campbell, solicitor, was appointed by the Natives, and he was allowed to inspect the accounts and take extracts. This appointment lasted only a short period.

Treasury took charge of the matter in 1881. After that an imprest system was introduced. The whole of the revenue was paid to the Public Account, the portion considered to be due to Native and European owners was imprested to the paying officer at Thames, while the amount considered to be due to local bodies was remitted to them direct from the Treasury. In 1917 the Imprest Account was closed and vouchers sent through the Post Office. This was not satisfactory, as many vouchers were not claimed. In 1928 the Waikato-Maniapoto District Maori Land Board took over the *distribution* of moneys remitted to it by the Treasury, but not the *collection* of any revenues. Both before and after 1881 certain names appear in the records as making distributory payments to Natives. One such person was named C. J. Dearle. He was appointed at the request of the Natives themselves given in writing and giving authority to charge his salary to the mining revenue. He was paid a fairly substantial salary charged as administration expenses. He appears to have acted from 1883 to 1895. Certain other payments amounting to over £100 were made in 1895-96 to E. W. Porritt, of Paeroa, at one time Clerk of the Magistrate's Court and subsequently a solicitor. From 1896 to 1906, Mr. E. W. Cave, of the Magistrate's Court, Waihi, made the distributions. He received no salary, but travelling-expenses only.

With regard to the impracticability of now presenting a full account, I refer to a Treasury report, prepared by Mr. Dunstan for the Court's use, setting out the difficulties in the way, and I give the following extracts from it:

"Treasury report on the following petitions which have been referred to the Native Land Court for enquiry:—

"No. 23/1931: Rihitoto Mataia and others.

"No. 347/1934-5: Rihitoto Mataia and others.

"No. 196/1935: Hoani Te Anini and others.

"Owing to the time which has elapsed since the Goldfields were first discovered, it will be appreciated that it is now exceedingly difficult to compile this report, the only documents available being a number of Treasury files bearing on the subject, the Journals of the House of Representatives, Public Accounts, and reports by Mr. Mackay and Mr. Puckey. Therefore, the subject can only be discussed generally, details being unavailable for the following reasons:—

- "(1) Treasury retains receipted vouchers for 20 years only, thus all vouchers representing payments from Public Funds, including those receipted by the Natives, have been destroyed up to and including the year 1917. (NOTE.—Mr. Dunstan subsequently explained the vouchers had been destroyed year by year up to 1919.)
- "(2) The ledgers kept by the Treasury when the seat of Government was at Auckland, and those kept by the Provincial Government at Auckland cannot be found.
- "(3) The Trust ledgers in which the receipt and payment of Miners' Rights fees were recorded (1867-1880) cannot be found, and presumably must have been destroyed. A thorough search of the Goldfields Offices, Public Buildings at Auckland and Wellington has failed to locate them.
- "(4) A number of files were destroyed in the Parliamentary Buildings fire of 1907, and it is quite possible that the above ledgers, if they were stored in Wellington, were destroyed also at that time.
- "(5) Treasury ledgers from 1880 onwards are available, but are of little value for purposes of this enquiry as no details are entered, the majority of entries showing total payments by the paying officer for a stated period. This was the usual practice followed by the Treasury as details, if required, were available from the vouchers for 20 years."

I have been supplied with two statements as to goldfields revenue collected at Goldfields Offices and Wardens' Courts which have been prepared for the use of the Court by Mr. Dunstan. I attach copies as Appendix C.

The first statement is an analysis of the cash-books of the receiver of Gold Revenue, Thames, for the period 1st August, 1867, to 31st March, 1881—*i.e.*, prior to the Treasury taking over. This shows a total of £87,169 8s. 7d. Of this amount £62,451 17s. 8d. was paid to the Miners' Rights Deposit Account already mentioned, and £24,717 10s. 11d. to Provincial or Public Account. Mr. Dunstan is of the opinion that this sum represented miscellaneous receipts not payable to the Natives under the deed of cession or otherwise. How much of the sum of £62,451 17s. 8d. was actually paid to the Natives is not ascertainable. Whether any of it was paid to others or charged to expenses of administration is also not ascertainable.

The other statement is a summary of disbursements by the Treasury of goldfields revenue from 1881 to 1939 compiled from Public Accounts and Treasury ledgers. This is a summary only and speaks for itself. The Treasury is not able to verify even the division of the payments among the different classes, except as to the minor items in columns 5 to 8. It cannot apportion the sum of £27,568 1s. 10d. in column 2 between Natives and Europeans. Nor can it say definitely whether the very large payments made to local bodies came entirely from lands the freehold of which had been acquired by the Crown. It is not clear that all of it came from the lands which were the subject of the deeds of cession. The Crown purchased much land besides that. The same position applies to the sum of £10,035 10s. in column 3. It is remotely possible that some information could be obtained, but only after a lengthy and exhaustive inquiry into the source of each item by representatives of the Crown and the petitioners. The experience of the Accountant of the Waikato-Maniapoto District Maori Land Board during the few years the Board has acted as distributing agent for the Treasury goes to show that successful inquiry is unlikely. But the inquiry would be unnecessary if the petitioners establish their submission as to the legal effect of the deeds of cession, which will be discussed later.

I may make one or two comments by way of explanation of particular matters. Included in the moneys paid to the Waikato-Maniapoto District Maori Land Board are two sums, amounting together to £1,154 17s. 10d., which are the subject of special legislation—namely, section 17 of the Native Purposes Act, 1938—and are not distributable as ordinary goldfields revenue.

Exception was taken to the amount charged for administration expenses, on the ground that no provision for them was made in the deed of cession. It was also contended that the Crown was constituted a trustee or at least placed in a fiduciary capacity by the deeds. Even if that be so, I do not know of any principle of equity which requires a trustee to pay out of his own pocket for necessary expenses of administration. The Crown did not make any charge further than that. I am not able to express any opinion as to the amount charged, except that in proportion to the amount involved it does not seem exorbitant. It is also to be remarked that some of the charges were expressly approved by the Natives themselves, notably in the case of C. J. Dearle.

Reference was made by Mr. Sullivan to a Treasury return dated 31st August, 1869, made in pursuance of an order of the House of Representatives of 17th August, 1869. This return showed receipts of £17,761 and disbursements of £10,075. But the return showed that the Treasury then had no information as to disbursements after the 31st January, 1869. I am not able to assume that the difference between receipts and disbursements shown in the return was misapplied. The reasonable probability is that if it had not actually been disbursed in the period between 31st January, 1869, and the date of the return it would be carried forward to next disbursement period. As to the Ohinemuri Block items in column 6 of the summary, a little more explanation is perhaps advisable. A sum of £15,000 was advanced by Mr. Mackay to the Native owners, which was acknowledged in the deed of cession and to be repaid out of mining revenue. As stated in a footnote to the summary, only £7,838 12s. was actually recovered, the balance of £7,161 8s. being lost.

I cannot scrutinize the accounts any further.

Before entering upon a discussion of other points of the petitioners' claim, I may refer to the portion of Mr. Cooney's address dealing with the position as between the Crown and the Natives in regard to the ownership of gold, that being one of the metals known as royal metals. There seems to have been no express ruling or decision on the point in New Zealand, but I have always understood that even in England though the Crown owns the royal metals it cannot enter upon the land of its subjects to win them except by consent. Be that as it may, the Crown in the present case, having entered into contracts with the Natives and expressly recognized their validity by legislation, could not now challenge the Native ownership, and, in fact, no such claim or suggestion has been made in these proceedings in regard to the lands affected.

The effect in law of the deeds of cession themselves and the effect in law or equity of the purchases by the Crown or by Europeans from the Native owners of the lands affected by the deeds are the main questions involved in the Native petitioners' claims as presented by their counsel, who obviously appreciated the difficulties in respect of the general accounts. Upon the result of these questions would depend whether or not it can be said that the large payments made out of mining revenue to local bodies and others should not have been made or validated.

In the majority of references of the nature of this, the inquiry is held by one of the District Judges and the report submitted to the Chief Judge for his review before it goes to the Hon. the Native Minister. In this case I held the inquiry as Judge of the Waikato-Maniapoto District, but in the interval between the close of the inquiry and the preparation of this report I have been appointed Chief Judge, which entails my reviewing my own report.

As to the interpretation of the deeds of cession, it has been pointed out already that the Mamaku No. 1 deed of cession dated 9th November, 1867, was not validated, but the area affected was proclaimed a goldfield, together with the area covered by the Mamaku No. 2 deed of 9th March, 1868 (Proclamation, 20th November, 1867, validated by the Auckland Gold Fields Proclamations Validation

Act, 1869, declaring the area in the Second Schedule to that Act to be a goldfield). In my opinion, the fact that the Mamaku deed No. 1 was not expressly validated is of no import now, both the Crown and the Natives having for so long acted upon it. The Ohinemuri deed of cession apparently was not validated until section 17 of the Mining Act Amendment Act, 1892, was passed. This section has been re-enacted in all the subsequent Mining Acts, and is now section 37 of the Mining Act, 1926.

The contention of counsel for the Natives was that the deeds of cession created an absolute grant of mining revenue from the lands described in them notwithstanding any change of ownership of the freehold, and that as the manner in which the deeds could be terminated was prescribed by the deeds themselves they could not be terminated in any other way. This provision was that the duration of the agreement should be for such term as the Government should require the land for gold-mining purposes, and if it was desired to terminate gold-mining, not less than six months' notice should be given. So far, however, as regards the agreements mentioned in the Validation Act, 1869, they could be terminated by Proclamation without notice. The question of whether the deeds constituted a trust I propose to discuss later. For one thing, there can be no trust so far as European purchasers are concerned, but they are interested in the question of the meaning of the deeds because, although in the majority of cases the lands purchased are subject to the mining rights, the revenue has been paid to them and not to the Natives. These purchasers have not been represented in this inquiry. Counsel for the Crown submitted that the mining revenue under the deeds of cession had been properly paid to the owners for the time being of the freehold of the land from which it came. There is no express judicial decision on the point.

Lengthy argument was submitted by counsel on both sides, based upon the respective views taken by them upon the language of the deeds themselves and upon the large number of legislative enactments which were cited as having a bearing on the question at issue.

I do not feel able to reach any definite conclusion upon the language of the deeds themselves. They are crude documents in many respects, and are executed by Native chiefs who claimed to be representatives of their respective peoples. The land being customary land only, the method followed the usual procedure in those days. The deeds, other than that of Ohinemuri, provided for the revenue being paid to the signatories and their "heirs" ("uri" in the Maori translation). But it is plain that it was not intended that only the signatories and their issue or successors should participate. In the Ohinemuri deed, clause 9 provided that the revenue should be "deemed to be the property of the Native owners of the lands comprising the Ohinemuri Block." That, I think, was the idea underlying the payment provisions of the other deeds. This can be read in two different ways: one that it means the present owners and their successors notwithstanding any change of ownership of the land itself, and the other that when there are no longer Native owners the revenue must be paid to some one else, who presumably would be the then owner of the freehold. There are no other salient features in these deeds themselves which, in my opinion, lead to any definite conclusion on the issue now under discussion. A strong point was made by counsel for the Natives that the deeds are still in operation, and reference was made to much legislation which, it was contended, showed that it established the claim that the mining revenue remained payable to the Natives notwithstanding the change of ownership of the land from which it came. Counsel for both sides expressed different opinions as to the effect of some of the different sections, each submitting that the effect of them was in his favour. On consideration of them, it is not to be doubted that the deeds of cession are still in operation so far as the mining rights granted by them are concerned, even though the land has been sold to others than the Crown but subject to the question of merger where the sale is to the Crown, but that does not, so far as I can see, affect the immediate question of the destination of the revenue from lands which have been sold by the Native owners. The legislation, in my decided opinion, was not mainly, if at all, for the purpose of protecting the rights of the Natives. It was to protect the rights of the Crown in respect of lands reserved for the Native owners from the sales to the Crown, which represented very considerable areas, and also in respect of lands sold to Europeans. Take section 37 of the Mining Act, 1926, previously referred to. It opens with "The rights acquired by the Governor-General on behalf of the Crown . . . shall not abate, &c."

Throughout the Mining Acts since 1892 the present section 37 has appeared under different numbers. The validation of the deed of cession was effected in 1892, and I can see no necessity for repeating that part of the original section 17 of 1892 or, indeed, any part of that section. But it is obviously for the benefit of the Crown, not the Natives. That seems to me to be the motive of all the legislation: to ensure that no rights acquired by the Crown should be prejudicially affected by any subsequent dealings with the land. Section 2 of the Validation Act of 1869 was referred to by Counsel on both sides, who took different views as to its meaning. In my opinion, its main purpose is to protect the mining rights of the Crown notwithstanding any change of ownership. The agreements were validated and to be binding on all persons whatsoever according to the true intent and meaning of the respective agreements. "All persons whatsoever" would include others than Natives. However, the true intent and meaning of the agreements is the issue now under discussion. Section 2 has, of course, no application to the Ohinemuri deed of cession. Mr. Sullivan suggested that it could not have been in the minds of the Natives that a sale would deprive them of the revenue, because such a sale might take place very shortly afterwards. The point is not without substance, but it must be remembered that the Natives could not sell until the land was clothed with a title, and even then it was a matter entirely for themselves to decide whether they would sell or not.

Reference was made by Mr. Sullivan to the provisions of section 65 of the Mining Act, 1926, which re-enacted section 64 of the Mining Act, 1908 (No. 120). He suggested that some of the payments to local bodies had been made under the authority of that section. I do not think that is at all probable, though on the material now forthcoming it cannot be definitely decided. If it were done, it would

be improperly done. The section applies to cases where the "prescribed" fee exceeds 10s. It is true that fees are prescribed by section 64 of 1926, but section 36 of the same Act specifically provides that "Nothing in this Act shall be deemed to affect the Auckland Goldfields Proclamations Validation Act, 1869, or any of the provisions of the several agreements therein recited." These agreements all provided for a fee of 20s. to be paid for each miner's right issued relating to the land covered by the agreements. The Ohinemuri deed of cession is not protected in the same way, but it would have been a direct breach of faith and a grave injustice if the payment agreed upon by it was arbitrarily reduced. This omission was no doubt based on the assumption that the rights under the deed of cession had become vested in the Crown by virtue of the purchase of the land. It is, I think, plain that the Crown advisers have, ever since the deeds of cession were obtained, acted upon that assumption in respect of all purchases by the Crown of land covered by the deeds. But clearly that cannot of itself be justly held to bind the Natives, the other parties to the contracts. This applies with equal force to the several statutory provisions validating payments to local bodies and others and dealing with the incidence of payments of the mining-revenue. The Legislature, of course, has full power to pass such legislation if it thinks fit, but where it is founded on an assumption which affects the rights of subjects with whom the Crown has entered into solemn contracts it cannot at all events in natural justice prevent the subjects from challenging the correctness of such assumption. But there has been long acquiescence by the Natives. I have not been referred to and have not found any protests or complaints in respect of the revenue from lands sold which has for a great many years been paid to the Crown or private persons owning such land. Certainly no claim to such revenue has been put forward until the present proceedings. Such acquiescence is not a bar, but where it has continued so long that all legal rights are barred it must militate against a claim under natural justice. There can, of course, be no claim in equity which follows the law. It may be that the well-known maxim of equity *vigilantibus non dormientibus aequitas subvenit* should not in any event apply to Maoris who were mainly illiterate and incapable of appreciating the legal effect and implications of deeds such as were executed in this case, and I think it quite probable that they relied very largely on the Government representatives, especially Mr. James Mackay. But they were in a position later to have, and did have, other advisers. And it is on record in Mr. Gill's report of 29th July, 1882, that he expressly informed a Native deputation of Ngatikoi Tribe that nearly all the people had sold their rights to the Crown, and their claims, therefore, to any part of the revenue could not be entertained. On the other hand, the advisers of the Crown, who could have settled all questions in dispute beyond all doubt, did not do so. I was referred by Mr. Cooney to a statement by the Hon. Dr. Pollen, in charge of the Mining Bill of 1892 on behalf of the Minister (Parliamentary Debates, Volume 78, page 528), to the effect that section 17 provided that some arrangements made with the owners of the Ohinemuri Goldfields in 1877 (really 1875) should be still held inviolate, notwithstanding that the effect (*sic*) that the fee-simple of the land might have passed from the Natives in the meantime to the Crown or otherwise. This is an important statement, but I do not myself consider that the section does mean that. Certainly Dr. Pollen's statement has not been acted upon by the Crown. At the time of Dr. Pollen's statement, the Crown had been appropriating to itself the mining revenue from Ohinemuri Block for some ten years. Up to the time of the purchase being completed in 1882, the mining revenue was credited to the Natives' debt of £15,000 already mentioned, but after that time the Crown took all the revenue. Hence the deficit of £7,000 in repayment.

The true intent and meaning of the deeds can be gathered only from the language of them, together with the circumstances existing at the time. I do not consider that the subsequent legislation which has been referred to indicates any intention on the part of the Crown of admitting that the deeds constituted a right in the Natives to the revenue irrespective of ownership in the land itself. I have already dealt with that aspect. Subsection (5) of section 447 of the Mining Act, 1926, re-enacting an earlier section, is against that. Though with doubt and hesitation, I find myself, subject to the result of the consideration of the claim of trusteeship, which is also a cardinal feature in the petitioners' claim, unable to say affirmatively that the deeds bear the construction sought to be placed upon them by counsel for petitioners, and so abrogate the ordinary and usual principle that the rights, benefits, and liabilities created by grants of estates or interests less than the fee-simple, or licenses such as are now being considered, should pass with the ownership of the fee.

Much reliance was placed by counsel for petitioners on their contention that, by virtue of the deeds, the Crown was constituted a trustee for the grantors. Mr. Meredith submitted that the Crown was not a trustee, but that the true position of the Crown was that it was merely appointed the agent of the Natives for purposes of collecting and paying out to the Natives or other owners the moneys due to them. He relied on the case of *Aotea Maori Land Board v. Commissioner of Taxes* (46 N.Z.L.R. 817). I think, however, that case is distinguishable from the present one. I do not think the Crown was constituted a statutory trustee. In the *Aotea* case the Maori Land Board was held to be that. But the Board's powers and duties were defined by statute and it clearly had no beneficial interest. That, in my opinion is not so here. The position of the Crown was defined by the deeds themselves, and the fact that the deeds were validated by statute does not alter that position. I agree that there was no trust for sale. But the Crown by its contracts with the Native owners acquired control of the lands for all mining purposes, including in some cases power to lease, while on the other hand it undertook to issue miners' rights and other mining privileges, to collect the fees and other revenue from mining, and to distribute it to persons entitled. I certainly think that if the Crown was not an actual trustee it was a fiduciary agent responsible to the Native grantors to account for its actions and the revenues collected and distributed under the authority given by the deeds, but not further or otherwise.

With regard to the purchase by the Crown of some of the blocks affected by the deeds of cession, the purchases, with the possible exception of the Ohinemuri Block, seem to have followed the then usual practice in regard to Crown purchases of Native land. An order of the Native Land Court

defining the area acquired by the Crown was obtained in each case, and apart from the question of the Crown's position in regard to the submission of a trust no reason has been shown for attacking the purchases, though I am not in a position to judge as to the adequacy of the consideration given. This question has not been raised by counsel for the Natives. The Ohinemuri Block, probably the most important of those mentioned in the deeds of cession, is in a different position. The purchase of this block extended over a period of some ten years, and the deed of purchase is a very crude document. But matters were settled at the time of the sitting of the Native Land Court in 1882. Mr. R. J. Gill, the Chief Government Land Purchase Officer, in a very full report dated 29th July, 1882, to the Native Minister, details the whole of the discussions and arrangements which took place. This report is available in the records of the Native Department. Owing to payments having been made to Natives prior to the investigation, a number received sums of money to which they were later found not entitled. These payments were lost by the Crown. I have previously referred to the advance of £15,000 by Mr. James Mackay. I do not see that the question of payment can be attacked now. The cost to the Crown amounted to £39,000 9s. 6d. for 66,017 acres, a price largely in excess of the original price offered of 5s. per acre. The block was proclaimed Crown land on 6th August, 1884 *Gazette* of 7th August, 1884, page 1212. Counsel for the Natives do not challenge these purchases. But they do strongly challenge the submission of the Crown in regard to the effect upon them of the deeds of cession *i.e.*, that they abrogate the deeds so far as the purchased areas are concerned.

A full and interesting address setting out the contention of the Natives' advisers was delivered by Mr. Cooney. He took the Ohinemuri purchase as the basis of his argument, but submitted the same principle applied to the other purchases. That may well be so, if the principle be established in the Ohinemuri case. Mr. Cooney's submission was, in his own words, that "the deed of cession constituted the Crown a fiduciary agent or a trustee for the Natives for certain purposes, and while that trusteeship existed the Crown had purchased the freehold, that if such a transaction had taken place between subjects of the Crown instead of between the Crown and a subject the transaction could not stand, and therefore as the Crown was the fountain of all equity and justice it must be presupposed that the Crown did not intend to commit a breach of trust and that therefore when it purchased, not denying its right to purchase, it still intended to keep alive the rights of the Natives."

I have already indicated my opinion of the Crown's position under the deeds of cession. It became a fiduciary agent responsible to the Native grantors to account for its actions in regard to mining privileges and for the revenues collected, but not further or otherwise. There was no trust of the land itself. Counsel for the Natives obviously appreciated that and based their argument accordingly by not challenging the actual sale. But I am unable to see anything sufficient to support the contention that the Crown intended to keep alive the rights of Natives notwithstanding the sale of the land. In every case it took to itself from the date of purchase the mining revenue. As an indication of intention, that is practically conclusive. With regard to the submission by Mr. Sullivan on the question of merger as being one of intention, the rule of equity cited by him states that a charge will be treated as kept alive or merged according to whether it be of advantage or no advantage to the person in whom the two interests have vested. That is, in the present case, the Crown. The case of *Reading v. Fletcher* ([1917] 1 Chancery, page 339), cited by Mr. Sullivan, turned upon an expression of intention by the persons in whom the two interests had vested. I cannot see that there was any intention on the part of the Crown to keep the charge alive. If it became vested by virtue of the purchase, it would merge in the freehold. There is nothing to indicate any contrary intention on the part of the Natives. In my view, the main object of the Crown in making these purchases was to secure the mining revenue with the freehold.

Looking back from the present time it would appear that the Natives made very bad bargains. Had the transactions been subject to judicial review it is unlikely that they would have been approved, at all events without modification. In that respect the transactions are similar to many other early purchases made by the Crown from Natives. If these now under consideration are to be challenged now on the ground of insufficient consideration, the same argument might be applied to practically all the early purchases. But these present ones are in a special position owing to the existence of the prior deeds of cession. I agree with the contention of counsel for the Natives that these transactions, if between subjects, would not stand if brought for review by a Court or tribunal of competent jurisdiction unless it was shown that the Natives were competently advised as to the whole facts. How far that may have been done is not ascertainable. There is Mr. Gill's announcement to Ngatikoi of Ohinemuri, and the 1872 deed of sale of Waikawau Block expressly purports to convey all minerals, which do not carry the matter very far. But the Crown was exercising its unfettered prerogative rights, and the Natives did not and have not till the present proceedings offered any protest or objection.

To sum up :—

(1) The Crown cannot now render any complete or satisfactory account of the revenue received and expended by it, firstly because the long delay has rendered it impossible to inspect many records formerly available, and secondly owing to the methods adopted for the distribution of money due to the Natives. Possibly nothing better was practicable under the circumstances, but more inspection and audit were desirable.

(2) In my opinion, it has not been affirmatively shown that the true intent and meaning of the deeds of cession was that the mining revenue should go to the Natives notwithstanding the extinguishment of the Native title to the land from which the revenue was derived.

(3) That in view of the very large sums of money received by the Crown by reason of its purchases of the freehold of the land previously ceded to it for mining purposes, and the doubt whether the Natives fully appreciated the effect of their sales, and the further doubt as to the proper distribution to the Natives of the moneys they were entitled to, the advisers of the Crown might well consider favourably the making of an *ex gratia* payment for the benefit of the Natives whom the petitioners represent. These Natives, mainly by reason of their selling their lands, now find themselves in a position where they have only small areas of land suitable for development or farming remaining to them. They are not destitute, especially as nowadays the benefits of the Pensions and Social Security Acts are extended to them, but they are in most cases badly off. Mr. Cooney made a strong appeal for sympathetic consideration, on the ground that much prosperity to New Zealand, and particularly Auckland District, had resulted from the gold won from the Native lands. That may be so; but the winning of the gold resulted from the activities of the miners and also the heavy outlay of capital from abroad which was found necessary, especially in the Ohinemuri district, which produced little until the introduction of the cyanide process with accompanying outlay of capital. When the purchases were made about sixty years ago the future of gold-mining was in doubt. A reference to the Treasury statements previously referred to shows a heavy drop in receipts after 1870 which continued till 1896. Therefore, the purchases, if considered at the time they were entered into, would not appear such bad bargains as they appear in the light of after events.

If it be felt that the present time is inopportune for deciding as to any payment, it could perhaps be considered later when circumstances may better warrant it. On the material available it is not practicable to justify recommending any particular sum, but to be of any use it would need to be substantial—say, £30,000 to £40,000. If any grant be made, I would suggest the advisability of considering whether it should be created a fund for general purposes to be administered by a Board or Committee under the supervision of the Court or Native Minister, rather than to make an attempt to distribute in cash, an almost impossible task to carry out effectually, in accordance with former rights to land.

Dated at Wellington, this 28th day of June, 1940.

[L.S.]

CHAS. E. MACCORMICK, Chief Judge.

#### APPENDIX "A" (1).

##### PETITION 347/1934-35 OF RIHITOTO MATAIA AND OTHERS.

To the Honourable the Speaker and Members of the General Assembly of New Zealand in Parliament assembled, Wellington.

THE humble petition of the undersigned Natives interested in the Ohinemuri Block hereinafter referred to sheweth as follows:

1. That your petitioners claim interests as members of Ngati Tamatera and Ngati Maru sub-tribes of Marutuahu tribe within the boundaries of the Hauraki.

2. That your petitioners claim interests in the Ohinemuri Block in the Provincial District of Auckland.

3. That by agreement dated the 19th day of December 1868 Taraia Ngakuti and 57 other Natives demised the said Ohinemuri Block at the time estimated to contain 132,175 acres—to one James Mackay on behalf of Sir George Ferguson Bowen as Governor of New Zealand for gold mining purposes only the Natives otherwise retaining their interests in the said Block as is evidenced by copy of such agreement duly registered and hereto annexed under "A."

4. That by lease dated the 18th day of February 1875 Hirawani te Kara and 156 other Natives demised the gold and other mineral rights over the whole of the said Ohinemuri Block to James Mackay the Younger as agent for His Excellency George Augustus Constantine as Governor of New Zealand as is evidenced by copy of said lease duly registered and which is hereunto annexed and marked "B."

5. That in paragraph 9 of the said last mentioned lease it is provided that all rents royalties moneys and fees (other than registration fees) payable in terms of the said lease shall be deemed to be the property of the Native owners of the Ohinemuri Block subject to the repayment of £15,000 to the Colonial Treasury as money advanced by James Mackay the Younger on behalf of the said Governor the said rents and other moneys to be due and payable to the Native owners after repayment of the said advance of £15,000 as provided in paragraph 9 of said lease.

6. That on the 16th day of May 1878 a *Gazette* notice issued to the effect that 100,000 acres of Ohinemuri Block had been bought by the New Zealand Government for a total sum of £27,613 11s. 9d. (*vide* Appendix to Journals House of Representatives, Volume 1, C. 6) in spite of the fact that no effort had been made to investigate the title or define the Natives' interests therein.

7. That on the 9th day of June 1880 the Native Land Court commenced its first investigation of the title of the Ohinemuri Block and included in such Block was the Owharoa Block and in course of such investigation of title of Ohinemuri Block the Native Land Court divided the Block into 19 divisions. The Government purchased interests within these divisions and the Government portions were called Number 1 to 19 (inclusive) and the Natives' portions at that time were called 1A to 19A (inclusive).

8. That on the 27th day of June 1882 the portions of Ohinemuri Block purchased by the Government and those portions of same retained by the Native owners were defined and Certificates of Title were to be issued in favour of the Crown and Native owners respectively.



9. That on reference to the Native Land Court records in connection with the Ohinemuri Block it will be found that serious objection to the Orders for the issue of the said Certificates of Title were entertained by the Native Land Court and that that Court's objections thereto were only withdrawn on the 22nd day of April 1885 in the hope that the said orders would be validated by legislation.

10. That your petitioners declare that neither they nor those Native owners through whom they claim have received any of the payments benefits or advantages to be derived by them or each of them in respect of said in part recited Deeds of Lease referred to in paragraphs 3 and 4 hereof and payable to them thereunder.

11. That your petitioners desire details surrounding the advance of £15,000 referred to in paragraph 9 of lease dated the 18th day of February 1875 aforesaid and as to which Natives benefited thereby and the circumstances under which the said advance was repaid.

12. That your petitioners desire details surrounding the purchase by the Crown referred to in paragraph 5 hereof and as to which Natives benefited thereby and in what manner the payment of the said purchase money was applied.

13. That your petitioners desire details surrounding the negotiations agreements purchase and payments alleged to have been advanced to some of the owners by James Mackay Junior in regard to Waikawau and Mochau (Cape Colville) blocks and all other lands within the Ohinemuri and Hauraki Districts which were subject to aforesaid mentioned agreements, purchases, payments etc. See Appendix to Journals of the House of Representatives 1873.

14. Your petitioners therefore humbly pray, Honourable Sir, that you will take the foregoing into favourable consideration and that their claim for payments of all moneys due to them in respect of aforesaid leases and purchase by the Crown be duly investigated with the assistance of the Native Land Court and that they be paid the moneys then found to be payable to them hereunder and that you grant them such further and other relief in the premises as to you may seem meet.

And your petitioners as in duty bound will ever pray.

(Sgd.) RIHITOTO MATAIA AND OTHERS.

#### APPENDIX "A" (2).

PETITION No. 196/1935.

To the Honourable the Speaker and Members of the House of Representatives of the Dominion of New Zealand in Parliament assembled.

THE petition of Hoani te Anini and 501 others of the Coromandel and Hauraki Districts humbly sheweth—

1. That your petitioners are descendants of the original owners and occupants of the lands in Hauraki and Coromandel Districts.

2. That your humble petitioners have been unable to secure any definite decision regarding their rights to lands and mineral and timber rights and royalties in the said Districts, as reported on by Commissioner James Mackay on 27th July, 1869.

3. That our Native Reserves and private lands have been taken for goldmining purposes.

4. That your petitioners claim to be entitled to a share in the accumulated funds arising from the said lands and royalties.

Wherefore your petitioners humbly pray—

That the Government grant your humble petitioners the right to have their grievances investigated by an economical and reliable measure of Law.

That Legislative authority be passed empowering either a Commission or the Native Land Court to thoroughly inquire into all matters affecting the Natives and their rights to mineral, timber property in Coromandel and Hauraki Districts.

That the evidence of the Native owners, donors, sellers, lessees, beneficiaries to property, to miners rights, gold royalties, timber rights and royalties, to rights of accumulated moneys to tribal and individual Native rights of occupation to the rights of the Crown to such properties and the existing rights of the Native.

That your petitioners will ever pray that the Government will grant out prayer.

KIA ORA.

(Sgd.) HOANI TE ANINI AND 501 OTHERS.

#### APPENDIX "A" (3).

PETITION No. 23/1931.

Paeoa, 13th January, 1931.

To the Honourable Speaker, to the Honourable G. W. Forbes, Prime Minister, and to the Honourable Members of the Parliament of the Dominion of New Zealand assembled at Wellington.

GREETINGS,—

We, your petitioners, Aboriginal Natives of Hauraki, respectfully request your Honourable House to favourably consider our petition which is as follows:—

We are petitioning for the payment to us of the Mining rights revenue for the Gold Fields extending from Te Aroha to Mochau.

Enough.

(Sgd.) RIHITOTO MATAIA AND OTHERS.

## APPENDIX "B" (1).

## DEEDS—No. 357: KAUAERANGA BLOCK (GOLD FIELDS AGREEMENT), HAURAKI DISTRICT.

1867.  
27 July.  
Hauraki District.  
KAUAERANGA.  
Gold Fields  
Agreement.

THIS AGREEMENT made at Kuaeranga in the District of Hauraki in the Province of Auckland, this twenty seventh (27) day of July in the year of our Lord One thousand eight hundred and sixty seven (1867) by Te Hoterene Taipari, Wiropo Hoterene Taipari, Rapana Maunganoa, and Te Raika Whakarongotahi of Hauraki, Native Chiefs of the one part and Sir George Grey K.C.B. Governor of New Zealand of the other part. Witnesseth the consent of the said Hoterene Taipari, Wiropo Hoterene Taipari, Rapana Maunganoa, and Te Raika Whakarongotahi on behalf of themselves and their heirs to release (give over) to Sir George Grey K.C.B. Governor of New Zealand and the Governors who may succeed him a certain piece of land at Kuaeranga in the District of Hauraki for gold mining purposes within the meaning of the statute intituled "The Gold Fields Act 1866." The boundaries of the said piece of land commencing on the sea coast of the mouth of the River Kuaeranga thence by that river to the junction of the Kakaramata stream thence by that stream to its source on the ridge of the hills thence along the said ridge to the sources of the Hape Karaka, Waiotahi, Moanataiari and Kuranui streams, turning thence down the Kuranui stream to the sea coast, thence by the sea coast to the mouth of the Moanataiari stream thence inland to the base of the hills thence crossing the Waiotahi stream and by the base of the hills to the Parareka spur thence ascending the said spur to Waiowhariki, thence descending a spur to the Karaka stream, thence by that stream to the sea coast to the point of commencement at the mouth of the River Kuaeranga as the same are defined in the sketch map hereunto annexed. The following are the terms and conditions under which the said piece of land is given over for gold mining purposes viz.

Boundaries.

Terms of  
Agreement.

Native Reserves.

1st. All lands included within the boundaries above described are open to all persons for gold mining excepting places occupied by Natives for residence or used for cultivation or for Burial grounds which are excluded from gold mining. Also if a township is laid off at the landing place near the River Kuaeranga, the Native owners of the said lands shall receive the rents accruing from the same when leased.

2. No person will be permitted to mine for gold on the said above described lands unless he be the holder of a "Miner's Right" empowering him in that behalf. The payment for every such "Miner's Right" shall be the sum of one pound (£1) per annum.

Kauri trees to be  
bought.

3. "Miners' Rights" will be issued by an officer of the Government, any person being the holder of a Miner's Right will be entitled to mine for gold construct dams and water races, fell timber and do all other acts (or works) connected with (or appertaining to) gold mining operations within the boundaries of the land herein before described, excepting that the right to fell "Kauri" timber is reserved. Any person desiring to cut any "Kauri" timber must pay the sum of One pound Five shillings (£1 5s.) for each tree required by him, this money shall belong to the Native owners but to be paid to an officer of the Government in the first instance.

4. In consideration of Te Hoterene Taipari, Wiropo Hoterene Taipari, Rapana Maunganoa and Raika Whakarongotahi and their heirs giving over the said piece of land for gold mining purposes to Sir George Grey K.C.B. Governor of New Zealand and the Governors who shall succeed him, Sir George Grey K.C.B. on behalf of himself and the Governors who shall succeed him hereby consents to give (or pay) to the said Hoterene Taipari, Wiropo Hoterene Taipari, Rapana Maunganoa and Raika Whakarongotahi and their heirs the sum of One pound (£1) for each "Miner's Right" which shall be issued to any person for gold mining within the said block of land during each year of the continuance of this agreement. The first year to commence from the first day of August which shall be in the year 1867 the days for the payment (or division) of the money shall be the 31st day of March, the 30th day of June the 30th day of September and the 31st day of December in each year. Provided that if any person being the holder of a "Miner's Right" shall remove to another Gold Field (meaning on other lands outside the boundaries herein described) before completing the twelve months for which such Miners' Rights shall have been issued there shall then be paid to the said Hoterene Taipari, Wiropo Hoterene Taipari, Rapana Maunganoa and Raika Whakarongotahi and their heirs such portion of the money as shall be equivalent to the period for which such person shall have remained on the piece of land herein before described.

5. The duration of this agreement shall be for such term as the Governor shall require the land for gold mining purposes. Provided that if at any time the Governor shall desire to discontinue gold mining a previous notice of not less than six months of such intention shall be given.

In Witness of the consent of Te Hoterene Taipari, Wiropo Taipari, Rapana Maunganoa and Raika Whakarongotahi to all the terms and conditions of this Agreement they have hereunto signed their names and in witness of the consent of the Governor on his part to all the conditions of the said agreement the name of Daniel Pollen is hereunto subscribed on the day and in the year first above written—

(Signed) HOTERENE TAIPARI [*his X mark*]. (Signed) RAPANA MAUNGANOA [*his X mark*].

„ WIROPO HOTERENE TAIPARI.

„ RAIKA WHAKARONGOTAHU.

DANIEL POLLEN, Agent Genl. Govt.

Witness to the signatures of the names—

(Signed) JAMES MACKAY, JR., Civil Commr. N.Z.

„ JOHN WILLIAMS, Auckland.

1246D.

Registration.

Received for Registration at 12.20 a.m. 5 May 1870.

[L.S.]

A True Copy of Original Agreement, Translation, and Endorsement.

M. HAMILTON, Dep. Registrar.

H. H. TURTON.

Wellington, July 27th, 1875.

## APPENDIX "B" (2).

DEEDS No. 358: MAMAKU No. 1 BLOCK (GOLD FIELDS AGREEMENT), HAURAKI DISTRICT.

THIS AGREEMENT made this ninth day of November in the Year of our Lord One Thousand eight hundred and sixty seven (1867), Witnesseth the consent of us the Chiefs and people of Ngatitamatera on behalf of ourselves and our heirs to release (give over) to Sir George Grey Governor of New Zealand and the Governors who shall succeed him all our pieces commencing at Te Mamaku thence along the sea coast to Moechau (Cape Colville) thence by the sea coast to Whitianga (Mercury Bay) thence along the boundary of the lands belonging to Ngatihe and Ngatimaru to the point of commencement at Te Mamaku. The whole of the said pieces of land are given over for Gold Mining purposes for the Governor and his assigns that is all lands belonging to us within the said boundaries are open for gold mining excepting the pieces of land owned by other tribes and places occupied for residence or used for cultivation by us or for Burial grounds. The following are the terms and conditions under which the said lands are given over viz.

1867.  
9 November.  
Hauraki District.  
MAMAKU No. 1.  
Gold Fields  
Agreement with  
Ngatitamatera.  
Boundaries.  
Reserves.  
Terms of surrender.

1. No person will be permitted to mine for gold on the said lands unless he be the holder of a "Miner's Right" the payment for such "Miner's Right" shall be one pound (£1). Any person being the holder of a "Miner's Right" shall be entitled to do all works (or acts) which are termed gold mining operations.

2. The Governor shall give (or pay) to us one pound (£1) for each "Miner's Right" which shall be issued to any person for mining on our piece of land. The days for the payment of such money to us shall be on the 31st day of March, the 30th day of June, the 30th day of September, and the 31st day of December in each year of the continuance of this Agreement. Provided that if any person being the holder of a "Miner's Right" shall remove on to the land of another tribe and mine for gold before completing the year specified in his "Miner's Right" there shall then be paid to us such money as shall be equivalent to the period for which such person shall have remained on our land, and if any person being the holder of a "Miner's Right" to mine on land belonging to another tribe shall remove on to our land the same conditions shall be complied with, the money shall be divided between us and them (the other tribe).

3. Any person being the holder of a "Miner's Right" will be entitled to cut timber for firewood or for gold mining purposes excepting that Kauri timber shall be paid for. The payment for each tree required shall be one pound five shillings (£1 5s.).

4. The Governor shall pay to us now the sum of Five hundred pounds as a deposit on this £500 deposit. Agreement but the said money shall be refunded to the Governor out of the money arising from "Miners' Rights" when the same is paid to us.

5. The Governor shall pay the surveyors for surveying the pieces of land which are excepted and also the boundaries of the lands owned by other tribes.

In witness of our consent on behalf of ourselves and our heirs to all the terms and conditions of this agreement and the giving over of all our pieces of land within the boundaries above described to the Governor to perform all works (or acts) which are termed Gold Mining operations we have hereunto signed our names and in witness of the consent of the Governor the name of James Mackay, Jr., Civil Commissioner is hereunto subscribed—

(Signed) MEHA TE MOANANUI.  
 ,, HOHANA POTIKI WAHATAIKI.  
 ,, RIRIA KAREPA [*her X mark*].  
 ,, HATA PAKA.  
 ,, NEPIHANA.  
 ,, KEREMENTITA [*his X mark*].  
 ,, HIRAWA.  
 ,, PARATENE.  
 ,, TE TAHANA.  
 ,, PEHIMANA.  
 ,, RAKENA.  
 ,, KARAUARIA.  
 ,, PAORA MATUTAERA [*his X mark*].  
 ,, HERA PUTEA [*her X mark*].

(Signed) PAORA TUPAEA.  
 ,, KAHUKURA.  
 ,, RAPANA PAHONO [*his X mark*].  
 ,, ARAMA TARAKAWA [*his X mark*].  
 ,, KARAITIANA.  
 ,, PITA TE HIANGI.  
 ,, MATENE RUTUHIAU.  
 ,, TE TIRA.  
 ,, POROA.  
 ,, ERIATERA [*his X mark*].  
 ,, HERATA [*her X mark*].  
 ,, HIIMAERA.  
 ,, PINIHA [*his X mark*].

JAMES MACKAY, Jr., Civil Commissioner, N.Z.  
 (Sd.) HOORI PARAONE.

Witness to the signatures of Meha te Moananui, Hohana Potiki Wahataiki, Riria Karepe, Hata Paka, Nepihana, Kerementita, Hirawa Paratene, Te Tahana, Pehimana, Rakena, Karauria, Paora Matutaera, Kera Putea, Paora Tupaea, Kahukura, Rapana Pahono, Arama Tarakawa, Karaitiana, Pita te Hiangi, Matene Rutuhau, Te Tira, Poroa, Eriatera, Herata, Hiimaera, Piniha and James Mackay, Jr.—

(Signed) JAMES C. BOYD, Miner, Shortland.  
 ,, ALEXANDER GILLAN, Miner, Shortland.

Witness to the signature of Hoori Paraone—

(Signed) JAMES C. BOYD, Miner, Shortland.  
 ,, ALEXANDER GILLAN, Miner, Shortland.  
 1247D.

Received for Registration 11.21 a.m., 6 May, 1870.

[L.S.]  
 A True Copy of Original Deed, Translation, and Endorsement.

M. HAMILTON, Dep. Registrar.

H. H. TURTON.

Wellington, July 27th, 1875.

## APPENDIX "B" (3).

## DEEDS—No. 359: MAMAKU No. 2 BLOCK (GOLD MINING AGREEMENT), HAURAKI DISTRICT.

1868.  
9 March.  
Hauraki District.  
MAMAKU No. 11.  
Gold Mining  
Agreement.

**Boundaries.** THIS AGREEMENT made at Kauaeranga in the district of Hauraki in the Province of Auckland in the Colony of New Zealand this ninth day of March in the year of Our Lord one thousand eight hundred and sixty eight (1868) by the Chiefs and people of Ngatimaru and Ngatiwhanaunga of Hauraki on the one part and Sir George Ferguson Bowen Governor of New Zealand on the other part. Witnesseth the consent of all of them, that is of the Chiefs and People of Ngatimaru and Ngatiwhanaunga on behalf of themselves and their heirs to release (give over) to Sir George Ferguson Bowen Governor of New Zealand and the Governors who may succeed him, a certain piece of land in the district of Hauraki for gold mining purposes for himself and his assigns within the meaning of the statute intituled "The Gold Fields Act 1866" the boundaries of the said land commence at Te Mamaku on the sea coast of Hauraki, thence continuing towards the East along the boundary of the lands of Ngatitamatera to the hills forming the watershed of the West and East Coasts, thence turning towards the south and continuing along the summit of the said watershed range of the West and East Coasts to the source of the Omahu stream, turning thence towards the West down the bed of the Omahu stream to the boundary of the land reserved for Native occupation and cultivation, turning thence towards the north and proceeding along the said boundary to Kakarimata, thence to a ditch, thence by that ditch to the Waiwhakaurunga stream, thence by the said stream to the sea thence along the sea coast of Hauraki to the point of commencement at Te Mamaku, as the same are defined in the sketch map hereunto annexed. The following are the terms and conditions under which the said piece of land is given over for gold mining purposes, viz. --

**Native Reserves.** 1. All lands included within the said above described boundaries are open to all persons for gold mining excepting places occupied by Natives for residence or used by them for cultivation or for burial grounds within the above described boundaries which are excluded from the lands for gold mining. Shortland Town and any other towns which may be formed within the said boundaries shall be left for the Natives, the leaving is this, the Government shall lease the said towns (shall act as lessors). If any person desire to lease a piece of land within any of the said towns the Government shall fix the amount of rent for such piece of land. The rents accruing from the said towns shall be paid by the Government to the Native owners of the land, the days for the payment of the said money (rents) shall be the same as the days for the payment of the Miners' Rights fees hereinafter specified.

**Miner's Right, £1.** 2. No person shall be permitted to mine for gold on the above described piece of land unless he be the holder of a Miner's Right for that land empowering him in that behalf. The payment for every such Miner's Right shall be One pound (£1) per annum.

**Kauri trees to be bought, £1 5s. each.** 3. Miners' Rights shall be issued by an Officer of the Government. Any person being the holder of a Miner's Right shall be entitled to mine for gold construct dams and water races, fell timber for gold mining purposes and firewood and do all other acts (or works) connected with (or appertaining to) gold mining operations on places open (not reserved). Excepting that the right to fell kauri timber is reserved. Any person desiring to cut any kauri timber must pay the sum of one pound five shillings (£1 5s.) for each tree required by him. No person will be permitted to cut ordinary timber for firewood, fencing or for other purpose for sale to any other person. Any person desiring to cut timber for those purposes must first procure a Miner's Right and Timber License empowering him in that behalf. The payment for every such Timber License shall be Five Pounds (£5) per annum. The money derived from such Timber Licenses and from the sale of such Kauri timber shall belong to the Native owners of the land on which the timber is situate, this money shall in the first instance be paid to an officer of the Government and shall be paid by him to the Natives to whom the land belongs, the days for the payment of the said money shall be the same as the days for the payment of the Miner's Right fees hereinafter specified.

**Timber License, £5.** 4. In consideration of the Chiefs and People of Ngatimaru and Ngatiwhanaunga of Hauraki and their heirs giving over the whole of the said piece of land to Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him for gold mining purposes for themselves and their assigns, Sir George Ferguson Bowen Governor of New Zealand on behalf of himself and the Governors who shall succeed him hereby consents to pay to the said Chiefs and People of Ngatimaru and Ngatiwhanaunga of Hauraki and their heirs the sum of one pound (£1) for each Miner's Right which shall be issued to any person for gold mining or for cutting timber within the boundaries of the said land during each year of the continuance of this agreement. The first year to commence from the first day of January last past in the present year (1868) The days for the payment of the money shall be the 31st day of March, the 30th day of June, the 30th day of September, and the 31st day of December in each year.

**Divisions of district.** 5. That the piece of land above described is divided into nine blocks the names of which are Te Wharau, Whakatete, Tararu, Te Karaka, Otunui, Whakairi, Te Kirikiri, Warahoe and Te Puriri. Any person mining for gold or cutting timber within any of the said blocks shall have the name of such block written in his Miner's Right with the date of his commencing the occupation thereof. If such person shall remove to another block or to the land belonging to another tribe before the expiration of the twelve months for which his Miner's Right shall have been issued the said person shall return his Miner's Right to the officer whose duty it is to issue such, in order that the day and month of his removal to such other block or to land belonging to another tribe may be inserted therein. The moneys for such transferred Miner's Rights shall be fairly apportioned (on the days for the

payment of money) according to the period for which such person shall have remained on any such block or on the lands belonging to another tribe. The money arising from Miners' Rights for the whole of the land shall be divided among the owners of the several blocks in proportion to the number of persons mining for gold within the said blocks.

6. The duration of this agreement shall be for such term as Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him shall require the above described piece of land for gold mining purposes. Provided always that if at any time Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him shall desire to terminate gold mining on the said land or any portion thereof, not less than six months' notice of such intention shall first be given.

In witness of the consent of the Chiefs and People of Ngatimaru and Ngatiwhanaunga of Hauraki to all the terms and conditions of this agreement, they have hereunto signed their names, and in witness of the consent of Sir George Ferguson Bowen on his part to all the said terms and conditions the name of James Mackay the younger, Civil Commissioner, is hereunto subscribed on the day and in the year first above written—

(sd.) RIWAT KIORE [*his X mark*].

APERAHAMA TE REWIA [*his X mark*] and 75 others.  
1249D.

KARAURIA.

TE KARAUNA.

Received for Registration at 11.23 a.m., 5 May, 1870.

[L.S.]

M. HAMILTON, Dep. Registrar.

Registration.

A true Copy of Original Agreement, Translation, and Endorsements.

H. HANSON TURTON.

Wellington, July 31st, 1875.

#### APPENDIX "B" (4).

##### DEEDS No. 344: HARATAUNGA (KENNEDY'S BAY) BLOCK (GOLD MINING AGREEMENT), COROMANDEL DISTRICT.

THIS AGREEMENT made at Harataunga in the district of Hauraki in the Province of Auckland in the Colony of New Zealand this thirteenth day of May in the year of Our Lord one thousand eight hundred and sixty eight by the Chiefs and People of Ngatiporou on the one part and Sir George Ferguson Bowen Governor of New Zealand on the other part. Witnesseth the consent of all of them that is of the Chiefs and People of Ngatiporou of Harataunga on behalf of themselves and their heirs to release (give over) to Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him a certain piece of land in the District of Hauraki for gold mining purposes for himself and his assigns within the meaning of the statute intituled "The Gold Fields Act, 1866". The boundaries of the said land commencing at the mouth of the River Harataunga thence by the sea coast to Te Harakeke turning thence inland to Hapapawa thence to Te Tapuae thence to Kaipua thence to Tokatea thence to Te Ranga thence to Pukewharariki turning thence towards the sea to Taraingapouto thence to Pipirikahu turning thence along the boundary of the land reserved for Native occupation and cultivation to the Waimoho stream turning thence by the Waimoho stream to its junction with the Harataunga River, turning thence along the course of the River Harataunga to the point of commencement at its mouth as the same are defined in the sketch map hereunto annexed. The terms and conditions under which the said piece of land is given over for gold mining purposes, are viz.

1868.  
13 May.  
Coromandel District.  
HARATAUNGA OF  
KENNEDY'S BAY.  
Gold Mining  
Agreement.

Boundaries.

Terms of surrender.

1. All lands included within the boundaries above described are open for gold mining to all persons excepting the pieces of land leased to James Smart and Alexander Hogg but the said pieces of land which are leased to the said persons are subject to certain provisions of the statute intituled "The Gold Fields Act, 1866."

2. No person will be allowed to mine for gold on the piece of land above described unless he be the holder of a Miner's Right, empowering him in that behalf. The payment for every such Miner's Right shall be One pound (£1) per annum.

3. Miners' Rights shall be issued by an Officer of the Government. Any person being the holder of a Miner's Right shall be entitled to mine for gold construct dams and water-races to cut timber for firewood or for gold mining purposes and do all other acts (or works) connected with (or appertaining to) gold mining operations on places open (not reserved) within the boundaries of the land hereinbefore described, excepting that the right to fell kauri timber is reserved, any person desiring to cut any kauri timber must pay the sum of one pound five shillings (£1 5s.) for each tree required by him. No person will be allowed to cut ordinary timber for firewood or fencing or for any other purpose for sale to any other person. Any person desiring to do so must first obtain a Miner's Right and a Timber License empowering him in that behalf, the payment for every such Timber License shall be Five Pounds (£5) per annum. The money derived from such Timber License and from the sale of such kauri timber shall belong to the Native owners of the land on which the timber is situate. This money shall be paid to an officer of the Government in the first instance and shall be paid (or handed over) by him to the Natives to whom the land belongs. The days for the payment of the said money shall be the same as the days for the payment (or divisions) of the money for the Miner's Rights hereinafter specified.

Kauri trees to be  
bought, £1 5s. each.

Timber License, £5.

4. In consideration of the Chiefs and People of Ngatiporou of Harataunga and their heirs giving over all the said piece of land to Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him for gold mining purposes for themselves and their assigns, Sir George Ferguson Bowen Governor of New Zealand on behalf of himself and the Governors who shall succeed him hereby consents to pay to the said Chiefs and People of Ngatiporou of Harataunga and their heirs one pound (£1) for each Miner's Right which shall be issued to any person for gold mining or for cutting timber within the boundaries of the said land during each year of the continuance of this agreement, the first year to commence from the thirteenth day of May instant (1868). The days for the payment of the money shall be the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December in each year.

5. If any person being the holder of a Miner's Right for the Gold Fields at Harataunga shall remove to another place before the expiration of the year specified in his Miner's Right there shall be paid to the said Chiefs and People of Ngatiporou such portion of the money of such Miner's Right as shall be equivalent to the period for which such person shall have remained on the said land.

6. The duration of this agreement shall be for such term as Sir George Ferguson Bowen and the Governors who shall succeed him shall require the above described piece of land for gold mining purposes. Provided that if at any time Sir George Ferguson Bowen Governor of New Zealand and the Governors who shall succeed him shall desire to terminate gold mining on the said land or on a portion thereof a previous notice of not less than six months shall be given.

In Witness of the consent of the Chiefs and People of Ngatiporou of Harataunga to all the terms and conditions of this agreement they have hereunto signed their names and in Witness of the consent of Sir George Ferguson Bowen on his part to all the said conditions the name of James Mackay Junr. is hereunto subscribed on the day and in the year first above cited—

(Signed) ROPATA NGATAI.	(Signed) MATIU PAEROA.
„ TAPIATA KIWI.	„ HARATIERA HUMARE.
„ PARATENE PAHAU [ <i>his X mark</i> ].	„ HAKOPA IHAKA.
„ HIRINI KOUTA.	

JAMES MACKAY, JUNR.

Witnesses to the signatures of Ropata Ngatai, Tapiata Kiwi, Paratene Pahau, Hirini Kouta, Matiu Paeroa, Haratiera Humare, Hakopa Ihaka, and James Mackay, Junr. —

(Signed) JOHN GYNNETH, Gold Fields Surveyor, Kennedy's Bay.
„ W. CHARLES SPENCER, Interpreter, Civil Commissioners Office, Auckland.

1251d.

Registration.

Received for Registration at 11.25 a.m., 5 May, 1870.

[L.S.]

M. HAMILTON, Dep. Registrar.

A True Copy of Original Agreement, Translation, and Endorsement.

H. HANSON TURTON.

Wellington, July 30th, 1871.

#### APPENDIX "B" (5).

DEEDS No. 391A: OHINEMURI BLOCK (GOLD MINING LEASE), THAMES DISTRICT.  
 THIS DEED made at Ohinemuri this eighteenth day of February one thousand eight hundred and seventy five between His Excellency George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby and Baron Mulgrave of Mulgrave all in the County of York in the Peerage of the United Kingdom and Baron Mulgrave of New Ross in the County of Wexford in the Peerage of Ireland a Member of Her Majesty's most Honorable Privy Council Knight Commander of the most distinguished order of Saint Michael and Saint George, Governor and Commander in Chief in and over Her Majesty's Colony of New Zealand and its Dependencies and Vice Admiral of the same (hereinafter called the said Governor) on the one part and the Chiefs and people of the tribe Ngatitamatera of Hauraki, aboriginal Natives of the Colony of New Zealand (hereinafter called the Grantors) of the other part, Witnesseth that in consideration of the Covenants hereinafter contained and of the sum of Ten shillings paid by James Mackay the younger Government Land Purchase Agent on behalf of the said Governor to the Grantors (the receipt whereof is hereby acknowledged) the Grantors Do and each of them Doth hereby demise lease grant and assure unto the said Governor for Gold Mining purposes within the meaning of the statute intituled "The Gold Fields Act 1866" and the various amendments thereto or any Act for the regulation of Gold Mining for the time being in force within the Province or Colony, All that piece or parcel of land containing by admeasurement one hundred and thirty two thousand one hundred and seventy five acres or thereabouts known or called The Ohinemuri Block as the same is more particularly described in the Schedule hereto and delineated on the plan drawn on the back of this Deed and colored red, Together with all the coal and other metals or minerals and all rights of way all water courses, rights easements and all appurtenances thereunto belonging, To have and To hold the said land and premises hereby demised, leased granted or expressed so to be unto the said Governor his successors and assigns for such term as the said Governor his successors and assigns shall require to use the same for Gold or other mining purposes subject to the conditions following namely:

1. Any person mining for Gold on or otherwise occupying any part of the said Ohinemuri Block shall be the holder of a "Miner's Right" issued for the said block under the Provisions of "The Gold Fields Act 1866" or any Act for the regulation of Gold Mining for the time being in force within the Province or Colony.

1875.  
 18 February.  
 Thames District.  
 OHINEMURI.  
 Gold Mining Lease.

2. Any person mining for any metal or mineral other than Gold within the Ohinemuri Block shall pay a rent or royalty for the same equivalent to that prescribed by the Waste Lands Act for the time being in force within the Province of Auckland or Colony of New Zealand.

3. Any person holding a Miner's Right shall be entitled to cut timber (other than Kauri) within the Ohinemuri Block, provided such timber is used by himself for mining and domestic purposes. Any person cutting timber for sale must be the holder of a Timber License duly authorizing him in that behalf for which he shall pay a fee of Five pounds (£5) for any area not exceeding Twenty acres so occupied by him and all labourers employed by him shall be holders of Miners' Rights.

4. All Kauri timber now standing on the Ohinemuri Block shall be sold in lots by public auction to the highest bidder subject to the right of any holder of a Miner's Right to at any time purchase any trees required for mining purposes for the sum or price of one pound five shillings for each tree.

5. Gold Mining and Agricultural Leases of land situated within the Ohinemuri Block shall be granted on such terms and conditions as shall from time to time be prescribed by regulations to be made in accordance with "The Gold Fields Act" then being in force in the Province or Colony.

6. Lands required for Townships within the Ohinemuri Block shall be reserved and proclaimed. Any person occupying any allotment in such township for business purposes shall pay a Business License fee of Five pounds (£5) annually. Any person occupying any allotment for residence shall pay a fee of one pound (£1) annually.

7. Any person digging for Kauri gum within the Ohinemuri Block or doing any act of occupation not herein specified shall be the holder of a "Miner's Right".

8. Reserves for Native occupation and residence at Waihi and Mataora shall be set aside and proclaimed and such reserves shall not be subject to the provisions of The Gold Fields Act.

9. All rents royalties monies and fees (other than registration fees) payable to the Receiver of Gold Fields Revenue to be appointed for the Ohinemuri Block whether the same shall arise or accrue under the Gold Fields Act or in accordance with the terms of this Deed shall be deemed to be the property of the Native owners of the lands comprising the Ohinemuri Block, subject to the repayment to the Colonial Treasury of the sum of Fifteen thousand pounds (£15000) advanced on behalf of the said Governor to the Grantors by James Mackay the younger on and after the repayment to the Colonial Treasury of the said sum of Fifteen thousand pounds (£15000) all such monies arising under this Deed shall be paid to the Native owners of the Ohinemuri block quarterly on the 31st day of March, thirtieth day of June, thirtieth day of September, and thirty first day of December in each year of the continuance of this Deed. In Witness of the consent of the Grantors to all the terms and conditions of this Deed they have hereunto signed their names or made their marks, and in witness of the consent of the said Governor in his part to all the terms and conditions hereof the name of James Mackay the younger, Government Land Purchase Agent is subscribed.

(Here follow signatures.)

THE SCHEDULE REFERRED TO ON THE OTHER SIDE HEREOF.

All that Block of land in the Province of Auckland and Colony of New Zealand containing by estimation one hundred and thirty two thousand one hundred and seventy five acres or thereabouts known by the name of Ohinemuri and Bounded towards the North from Kurere by lines known as "Tole's line" forming the Southern boundary of part of the Hikutaia number three block, the Southern boundary of part of the land granted to Mr. McCaskill the Southern boundary of other parts of the Hikutaia number three block, the Southern boundary of the Whangamata number three block and the Southern boundary of the Whangamata number four block to Te Papiri on the East Coast of the North Island of New Zealand as the same are more particularly described in the plans lodged in the Inspector of Surveys' office at Auckland. Thence towards the East by the sea coast from Te Papiri to Nga-kuri-a-whare thence towards the south by a line forming the Northern Boundary of the Tauranga District, eighty six thousand four hundred and eighty nine links, to the Waitawheta stream, thence by that stream to the North East angle of the Aroha block, thence by lines forming part of the Northern boundary of the Aroha block seven thousand one hundred and forty seven links and twenty seven thousand five hundred and thirteen links respectively to Mangaiti. Thence towards the West by a line to Tikirahi twenty thousand two hundred and thirty one links thence by a line ten thousand six hundred and sixty links to Rauwharangi thence by a line fourteen thousand and eighty links to Te Karaka thence by a line seven thousand nine hundred and forty five links to Omatao on the bank of the river Ohinemuri, thence by that river to Te Koutu, thence by a line six thousand two hundred and sixty eight links to Wharerata thence by a line three thousand and seven links to Te Paeroa thence by a line twenty six thousand five hundred and ninety links to Te Komata and thence by a line twenty two thousand eight hundred and ten links to Kurere the point of commencement.

Signed, &c.

APPENDIX "B" (6).

WAIKAWAU DEED OF CONVEYANCE OF 31st MAY, 1872.

[Translation]

This Document written on the 31st day of May 1872, Between the Chiefs and members of the Ngati-Tamatera Tribe, Natives of New Zealand, whose names have been written hereunder on the one part and James Mackay Jr. of Auckland (Government) Agent for Queen Victoria of the other part In Consideration of the sum paid to them by the said James Mackay on behalf of Queen Victoria set out opposite the name of each hereunder, the receipt of which is hereby acknowledged

they do hereby agree to transfer absolutely to Queen Victoria a piece of land situate in the Hauraki District in the Province of Auckland in the Colony of New Zealand named Waikawau the boundaries are as follows. Starting from Tuapo on the north of the sea coast of Hauraki thence inland along the surveyed lines of the land of Ngati-Whanaunga at Kereta to Te Ranga-a-Ngapuhi thence along the surveyed line of the land of Te Tawera at Manaia till it reaches Hauturu thence to Kakatarahae turning away thence along the boundaries of Kaimarama already Crown granted and also along the boundaries of Onuera already Crown granted thence to Kiripaka, thence along the surveyed line to Rapaki turning away along the surveyed line to Tokatea, turning away along the surveyed line to the Waiwawa Stream thence along the Waiwawa Stream to its confluence with the Otautoko Stream thence along the Otautoko Stream to its source then along the surveyed line to northern boundary of the land called Te Wharau to Pariheria on the Hauraki sea coast thence along the Hauraki sea coast to Tuapo the place of commencement and all the waters timbers, minerals and all things contained therein excepting the pieces at Te Puru, at Waiomu, reserved for occupation and cultivation by Maoris and also burial places and Kauri trees sold to William Crush Daldy, Thomas Kelly and Hector McKenzie and those pieces of land heretofore Crown granted, to be held by Queen Victoria, her descendants and administrators for ever and ever.

In witness of these presents their names have been written hereunder —

REUPENA TAHURA	} £60.	TE KIHIRINI [ <i>his X mark</i> ].	£45.
RETIU TOKATA		TE TEIRA TARA [ <i>his X mark</i> ].	£18.
HIRIANI WHAKARONGOHAU		TURUHIRA.	£15.
RAHERA TE AOREIATA		REUPENE TE PIAU [ <i>his X mark</i> ].	£80.
REWI NGAMUKA	} £50.	KIRIATA [ <i>her X mark</i> ].	£10.
TE HOTEERENE TAIPARI [ <i>his X mark</i> ].		PERENIKI	} £15 and part of £50 opposite Hone Ngatara's name.
KEMARA TIRARUAHINE.	KARAURIA TAIROA [ <i>his X mark</i> ].	HOANA KARAURIA [ <i>her X mark</i> ].	
TIMOTIU TE HIATA.		(NA) TINEIA.	£25.
KARAURIA TAIROA [ <i>his X mark</i> ].		KEREOPA WEKA.	£15.
RAKENA POHE.		WHARORA.	£17.
HANA HOPIHANA [ <i>her X mark</i> ].		HONANA POTIKI.	
RIKI PAKA.		RO PIAHANA.	
RIRIANA PAKA [ <i>her X mark</i> ].		HOPIONA.	
TAMARA TAKUNA.		HARATA NGARONOA [ <i>her X mark</i> ].	
PERENEKI TE KOKAKO [ <i>his X mark</i> ].		TUKUKINO [ <i>his X mark</i> ].	
WARANA.		MIRIAMA KAUWEHE.	
HAORA TUPAEA.		HONANA POTIKI.	
RAKENA TUHAITI.		Signed etc.	
TE HIRA TE TUHURI [ <i>his X mark</i> ].			
RAKENA.	£15.		
HONE NGATARA.	£50.		
MERE TIPIA [ <i>her X mark</i> ].	£320, £10 = £330.	(Includes her interest in Otuturu Block under C. Grant).	
MERE KURU [ <i>her X mark</i> ].			
HAORA TARERANUI.	£200.		
HOHEPA TE RAUHIHI.	£150 paid £75 to be paid.		
HORI KEETI TE NOHUNGARO.			
WI KATENE.	£9 & £20 = £29.		
TINIPOKA TE NGAKO.	£50.		
TE KEREHI HUKERUKE [ <i>his X mark</i> ].	£87 10s.		
HUNIA TE WEU.	£160 paid £40 to be paid for all claims at Waikawau and Moehau.		

#### APPENDIX "B" (7).

##### WAIKAWAU DEED OF CONVEYANCE OF 29<sup>TH</sup> JULY, 1875.

THIS DEED made this twentieth day of July one thousand eight hundred and seventyfive between the Chiefs and the people of the tribe Ngatitamatera of the district of Hauraki in the Province of Auckland in the Colony of New Zealand (hereinafter called the said Vendors) of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of eight thousand and five hundred pounds paid to the said Vendors by James Mackay the Younger acting for and on behalf of Her Majesty Queen Victoria (the receipt whereof is hereby acknowledged) They the said Vendors for themselves their heirs and assigns Do and each and every of them Doth hereby convey assure release and surrender unto Her Majesty Queen Victoria her successors and assigns all that piece or parcel of land in the District of Hauraki Queens County in the said Province of Auckland containing by admeasurement fortyfour thousand one hundred and sixtyone acres more or less and called or known by the name of the Waikawau Block bounded towards the west by the sea coast of the Hauraki Gulf from Pariharia to Tuapo towards the North by survey lines dividing the lands of the tribe Ngatiwhanaunga at Kereta from the lands of the tribe Ngatitamatera the said lines commencing at Tuapo and terminating at Te Ranga-a-Ngapuhi thence by survey lines dividing the lands of the Tawera at Manaia from the lands of the tribe Ngatitamatera the said lines commencing at Te Ranga-a-Ngapuhi and terminating at Kakatarahae at the south west angle of the Mahakirau Block towards the east by the western boundaries of the Kaimarama Onuora number two Taranoho and Waiwawa



Blocks as surveyed and granted to a point marked A on the Waiwawa river towards the south east by the river Waiwawa to the junction of the Otautoko stream thence by the Otautoko stream to its source thence by survey lines dividing the Waiwhakaurunga block from the Waikawau Block to the public road at Coromandel on the watershed range and towards the south by the northern boundary of the Wharau or Wairuaterangi block as surveyed and conveyed to the Crown to the point of commencement at Pariharia aforesaid as the same is more particularly delineated described and set forth with the measurements of the several boundary lines in the plan drawn hereon edged red and as the same is shown in the survey plan of the Waikawau block deposited in the office of the Inspector of Surveys at Auckland in the Province aforesaid together with all the rights easements and appurtenances thereto belonging (excepting the reservations hereinafter made) to hold the same unto Her Majesty Queen Victoria Her successors and assigns for ever The lands herein reserved being one thousand acres at Te Puru and Waionu exclusive of the reserves formerly made at those places Waipatukahu tapu fifteen acres on the south side of Te Mata Creek one hundred and eightyfive acres Waikawau South forty seven acres Waikawau North one thousand acres Wairotoroto tapu five acres Omawhiti tapu ten acres and at Otakeao one hundred and twenty acres as the same are shown on the plan in the margin hereof and coloured green.

In witness whereof the said parties have hereunto subscribed their names.

(Here follow signatures.)

#### APPENDIX "B" (8).

##### MOEHAU DEED OF CONVEYANCE.

THIS DEED made the twenty first day of December One thousand eight hundred and seventy six between Her Majesty Queen Victoria of the one part and the Chiefs and the people of the tribes Ngatinaunau, Ngatimaru, Ngatikaraua, and Ngatirongo residing in the district of Hauraki Aboriginal Natives of the Colony of New Zealand (hereinafter called "the Vendors") of the other part witnesseth that in consideration of the sum of Nine hundred and fifty three pounds (£953) by Her Majesty paid to the said Vendors (and the receipt whereof is hereby acknowledged) the Vendors Do and each of them Doth hereby surrender convey and assure unto Her said Majesty all that block or parcel of land containing Thirty two thousand nine hundred and thirty acres or thereabouts, known or called the Moehau or Cape Colville block commencing on the east coast of Hauraki Gulf at Ahirau thence by the sea to Cape Colville or Moehau thence by the sea to Waikawau on the east coast of the North Island thence on the south east by survey lines five hundred and ninety four links four thousand and forty nine links two thousand five hundred and eighty five links eight thousand and eighty two links two thousand four hundred and ninety links one thousand and forty seven links and two hundred and fifty five links respectively as the same is more particularly shown and delineated on the plan drawn on this Deed and coloured red together with all rights and appurtenances thereto belonging or appertaining excepting therefrom the Blocks of Granted land known as Poi Hakene, Okahutai, Tangiaro, Pakautukua, Parakete, Paremauku, and Otautau Nos. 1 and 2 coloured green on the said plan to hold the said land and premises with the Appurtenances unto Her said Majesty her Heirs and Successors for ever in witness whereof the said Vendors have hereunto set their hands the day and year first above written.

(Here follow signatures.)

#### APPENDIX "B" (9).

##### DEED OF CONVEYANCE—OMAHU WEST.

THIS DEED made the thirty-first day of December one thousand eight hundred and seventy-four between Tamati Paetai, Miriama te Ngahue, Hohepa Paraone, Mata te Ngahue, Wikitoria te Ngahue, Hiria te Ngahue, Ruta Rurakiwhi for Wharo and Ngani Pahau, Temeni Paetai, Te Amu Paetai, Maraea Takitu, Mata te Kura, Kahupeka Paetai, Rewai te Kiore, Miria Rangioiki and Kapihana te Tuhi all of the District of Hauraki in the Province of Auckland in the Colony of New Zealand Aboriginal Natives (hereinafter called the Vendors) of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of three hundred pounds paid by Her Majesty Queen Victoria to the said Vendors (the receipt whereof is hereby acknowledged) They the said Vendors Do hereby convey and assure unto Her Majesty Queen Victoria all that piece or parcel of land in the Province of Auckland in the Colony of New Zealand containing by admeasurement one thousand one hundred and fifty seven acres more or less and called or known by the name of Omahu West No. 2898 situate at District of Hauraki in Queens County bounded etc. As the same is more particularly delineated on the plan drawn in the margin hereof edged red with all the rights and appurtenances thereto belonging to hold the same unto Her Majesty Queen Victoria her successors and assigns for ever in witness whereof the said parties have hereunto subscribed their names.

Signed, &c.

#### APPENDIX "B" (10).

##### DEED OF CONVEYANCE—OMAHU WEST 1.

THIS DEED made the sixth day of November one thousand eight hundred and seventy-four between Miriama Pehi, Matene Weti, Peneanine Tanui, Paraone te Rarama, Ruta Rurakiwhi, Reata Pahau, Te Koki, Rehata te Koroa, Wiki te Karangī, Ngako te Ipuhuhua, Tu te Pawhaherewatu, Parakaia Tukere, Punipe Pararewa, Marara Hanata, Te Rina Punipi, Harata Patene, Ema te Aoura, Mere

Tamihana, Ngamokomoko Kereopa, Hoterene Taipari, Kahukore Taniwha, Renata Kitahi, Watene Hira, Mere Matenga and Hori Kerei Tuokioki all of the District of Hauraki in the Province of Auckland in the Colony of New Zealand Aboriginal Natives (hereinafter called the Vendors) of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of Forty-eight pounds paid by Her Majesty Queen Victoria to the said Vendors (the receipt whereof is hereby acknowledged) They the said Vendors Do hereby convey and assure unto Her Majesty Queen Victoria all that piece or parcel of land in the Province of Auckland in the Colony of New Zealand containing by admeasurement Two hundred and twelve acres two roods more or less and called or known by the name of Omahu West No. 1 No. 2899 situated in the District of Hauraki in County bounded etc. As the same is more particularly delineated on the plan drawn in the margin hereof edged red with all the rights and appurtenances thereto belonging to hold the same unto Her Majesty Queen Victoria her successors and assigns forever in witness whereof the said parties have hereunto subscribed their names.

Signed, &c.

#### APPENDIX "B" (11).

##### DEED OF CONVEYANCE--OMAHU WEST 2.

THIS DEED made the fourth day of October one thousand eight hundred and seventy-seven between Hawira te Wahapu, Hona Taiawa, Tuterei Karewa, Utuku Kopa, Raika Whakarongatai, Te Urawhare, Eruera te Kupenga, Apekeira Waiho, Hena Tuhirae, Te Parewhare, Tamara Rotorua, Hone Mahia, Mere Kaimanu, Wiremu Patene, Pacti te Titi, Piri Patene Raukura, Eru te Morehu, Pirihiira Kahiwa, Hoani Toa, Hohepa Toa, Otene Karewa, Honiana te Ngangai, Hone Utuku, Hori Ngakapa Whanaunga, Hera Tiki, Wiremu te Aramonua, Te Aorere, Mihi Rawiri, Ihipera Rangihona, Rawiri te Na, Reihana Poto, Karukino te Taniwha, Hera Puna, Tu Kuramaene, Weka Toheriri, Hemi te Ahipu, Epanaia Motekowhai, Hera Ngahipi, Tema Tukitana, Mereana Wata and Tirita Pareahu all of the District of Hauraki in the Province of Auckland in the Colony of New Zealand Aboriginal Natives (hereafter called the Vendors) of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of £230 paid by Her Majesty Queen Victoria to the said Vendors (the receipt whereof is hereby acknowledged) They the said Vendors Do hereby convey and assure unto Her Majesty Queen Victoria all that piece or parcel of land in the Province of Auckland in the Colony of New Zealand containing by admeasurement Nine hundred and ninety-two acres two roods more or less called or known by the name of Omahu West No. 2 No. 2899A situate at the District of Hauraki in Queens County bounded etc. As the same is more particularly delineated on the plan drawn in the margin hereof edged red with all the rights and appurtenances thereto belonging to hold the same unto Her Majesty Queen Victoria her successors and assigns for ever in witness whereof the said parties have hereunto subscribed their names.

Signed, &c.

#### APPENDIX "B" (12).

##### DEED OF CONVEYANCE--OMAHU WEST 3.

THIS DEED made the thirty-first day of December one thousand eight hundred and seventy-four between Meha te Moananui, Hohepa te Rawhiwhi, Iritana Morehu, Rawiri Taiporutu, Wiremu Karaka, Riwai te Kiore, Ruta Pahau, Tamara Rotorua, Tuihana Tipi and Tema Takitawa all of the District of Hauraki in the Province of Auckland in the Colony of New Zealand Aboriginal Natives (hereinafter called the Vendors) of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of One hundred pounds paid by Her Majesty Queen Victoria to the said Vendors (the receipt whereof is hereby acknowledged) They the said Vendors Do hereby convey and assure unto Her Majesty Queen Victoria all that piece or parcel of land in the Province of Auckland in the Colony of New Zealand containing by admeasurement Three hundred and ninety acres and thirty five perches more or less and called or known by the name of Omahu West No. 3 No. 3026 situated in the District of Hauraki in County bounded etc. As the same is more particularly delineated on the plan drawn in the margin hereof edged red with all the rights and appurtenances thereto belonging to hold the same unto Her Majesty Queen Victoria her successors and assigns for ever in witness whereof the said parties have hereunto subscribed their names.

Signed, &c.

#### APPENDIX "B" (13).

##### DEED OF CONVEYANCE OF OHINEMURI BLOCK.

THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and seventy \_\_\_\_\_ between \_\_\_\_\_ whose signatures are hereto subscribed and who are hereinafter called the said Vendors of the one part and Her Majesty Queen Victoria of the other part witnesseth that in consideration of the sum of \_\_\_\_\_ paid by Her said Majesty to the said Vendors and of the sum of \_\_\_\_\_ heretofore paid by Her said Majesty to the said Vendors the payment and receipt of which said sums respectively they the said Vendors do hereby acknowledge and in further consideration of the covenants on the part of Her said Majesty hereinafter contained They the said Vendors Do and each of them Doth hereby convey and assure unto Her said Majesty her successors and assigns all that block or parcel of land in the District of Thames in the Provincial District of Auckland containing by admeasurement \_\_\_\_\_ known or called by the name of \_\_\_\_\_

bounded towards the North by Hikutaia No. 3 Block Eight thousand nine hundred and seven links seven thousand and one hundred and nine links seven thousand one hundred and seventy one links and again by Hikutaia No. 3 and Whangamata No. 3 Block Twentyfour thousand six hundred and sixtyeight links thence towards the East by Whangamata No. 6 Block Nine thousand one hundred and eightythree links thence towards the North by Whangamata No. 6 Block Fiftyseven thousand one hundred and twentysix links to Otongo Point then towards the east by the Pacific Ocean to the Waihi Block thence towards the south by Waihi Block One thousand eight hundred and seventyfive links and seven thousand three hundred links thence towards the East by Waihi Block Eighteen thousand three hundred links thence towards the North by Waihi Block Eleven thousand six hundred and sixty links to sea coast thence towards the East by the sea coast to Ngakuriawhare thence towards the South-east by the confiscation boundary line Eightyfour thousand links to the Waitawheta Stream thence towards the West by the Waitawheta Stream and Te Aroha Block Seven thousand one hundred and fortyseven links thence towards the South by Te Aroha Block twentyfour thousand three hundred and four links thence towards the West by Patuwaho Maire and Waitoki Blocks and by Native land Fifteen thousand five hundred links thence towards the South-west by Native land Fifteen thousand eight hundred links to Rauwharangi thence towards the North-west by Native land Fourteen thousand and eighty links and Seven thousand nine hundred and fortyfive links to the Ohinemuri River thence towards the West by the Ohinemuri River to Te Koutou again towards the West by Native land ten thousand and fortysix links thence towards the South by Native land and Te Puru-o-te-rangi No. 2 Block Three thousand and seven links thence towards the West by Eastern boundaries of Te Puru-o-te-rangi, Pouhatataka, Taiwakarewakaui and Te Komata North and South Blocks and Native land Eighteen thousand nine hundred and seventysix links Eight thousand three hundred and sixtythree links and Fifteen thousand one hundred and ninetythree links to Okurere the point of commencement (excepting that piece of land situate on the Ohinemuri River known as the Owharoa Block bounded towards the North by a line Three thousand six hundred and six links towards the East by a line Three thousand one hundred and sixty links to the Ohinemuri River towards the South by the Ohinemuri River and towards the West by a line Five thousand two hundred links) as the same is more particularly shown and delineated on the plan drawn hereon and coloured red together with the appurtenances thereto belonging to hold the same block piece or parcel of land to Her said Majesty Her successors and assigns forever and in consideration of the conveyance heretofore made Her said Majesty doth hereby covenant and agree with the said Vendors that Her said Majesty or Her successors will make good and effectual grants or conveyances to the said Vendors the names of whom are set out in the several schedules hereto numbered hereunto annexed of the several pieces or parcels of land being severally parcels of the block of land hereby conveyed mentioned in the said schedules but so that each of such grants or conveyances shall be to each set of the said Vendors jointly as are mentioned in each of such schedules and shall to each of such sets be of the lands only which are mentioned in the same schedule in which the names of such set appears provided that in each of such grants or conveyances there shall be inserted a provision or condition that the land to be so granted or conveyed as aforesaid shall not be alienated by sale mortgage lease or otherwise without the previous consent of the Governor in Council thereto first obtained.

In witness whereof the said Vendors,

(Here follow signatures, &c.)

### APPENDIX "C" (1).

#### ANALYSIS OF THE CASH-BOOKS OF THE RECEIVER OF GOLD REVENUE, THAMES, 1st AUGUST, 1867, TO 31st MARCH, 1881.

Financial Year.	Receipts paid to and disbursed by Trustees from the Miners' Rights Deposit Account, Bank of New Zealand, Thames.				Receipts paid to Provincial Account to 1875 and thereafter to Public Account: Rents 1866 Act, Wharf Tolls, Registrations, Warden's Court Fees, &c.										
	Miners' Rights.			Timber Licenses			Native Rents 1871 Act.			Total paid to Miners' Rights Deposit Account.					
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
1867-68	7,018	0	0	..	..	..	7,018	0	0	2,123	10	7	2,123	10	7
1868-69	10,739	0	0	..	..	..	10,739	0	0	4,591	13	8	4,591	13	8
1869-70	7,609	0	0	35	0	0	7,644	0	0	6,817	11	6	6,817	11	6
1870-71	4,199	0	0	40	0	0	4,239	0	0	2,672	6	9	2,672	6	9
1871-72	3,892	0	0	115	0	0	466	0	0	4,473	0	0	3,263	12	10
1872-73	2,152	0	0	110	0	0	1,655	0	0	3,917	0	0	1,244	9	9
1873-74	1,418	0	0	70	0	0	2,297	10	0	3,785	10	0	848	10	10
1874-75	1,306	0	0	55	0	0	2,125	11	8	3,486	11	8	632	9	7
1875-76	860	0	0	70	0	0	2,899	15	0	3,829	15	0	496	14	3
1876-77	1,985	0	0	35	0	0	1,576	15	0	2,696	15	0	484	19	1
1877-78	769	0	0	61	5	0	2,001	14	8	2,831	19	8	515	5	1
1878-79	568	0	0	57	10	0	2,526	12	5	3,152	2	5	505	7	0
1879-80	351	0	0	60	0	0	1,364	1	9	1,775	1	9	252	8	4
1880-81	929	0	0	98	15	0	1,836	7	2	2,864	2	2	268	11	8
Totals .. .. .	42,895	0	0	807	10	0	18,749	7	8	62,451	17	8	24,717	10	11

#### SUMMARY.

Paid to Miners' Rights Deposit Account	..	..	62,451	17	8
Paid to Provincial or Public Account	..	..	24,717	10	11
			<u>£87,169</u>	<u>8</u>	<u>7</u>

APPENDIX "C" (2).

AUCKLAND DISTRICT GOLDFIELDS.

SUMMARY OF DISBURSEMENTS OF GOLDFIELDS REVENUE COLLECTED AT GOLDFIELDS OFFICES AND WARDENS' COURTS, COROMANDEL, THAMES, PAEROA, WAHAI, AND TE AROHA, 1ST APRIL, 1881, TO 31ST MARCH, 1939.

(Compiled from the N.Z. Public Accounts and Treasury ledgers.)

Financial Year.	Payments made to										Totals.							
	Natives.		Natives and Europeans.		Europeans.		Local Bodies.		Administration Expenses.			Crown on account Ohinemuri Block.		Crown on account Great Barrier Island.		Paid to Public Account (unclaimed).		
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.		£	s. d.	£	s. d.	£	s. d.	£
1881-82	2,236	6 8	..	..	..	..	83	3 8	62	10 0	1,704	0 10	..	..	..	..	4,086	1 2
1882-83	3,191	15 6	..	..	920	15 11	682	3 1	152	17 6	1,020	15 0	..	..	..	..	5,968	7 0
1883-84	2,004	10 4	..	..	690	6 2	2,480	0 8	148	5 0	..	..	..	..	..	..	5,823	2 2
1884-85	1,538	3 6	..	..	1,252	16 4	163	14 4	188	13 2	..	..	..	..	..	..	3,143	7 4
1885-86	1,429	10 8	..	..	502	16 5	2,573	12 7	132	3 0	..	..	..	..	..	..	4,638	2 8
1886-87	1,705	6 10	..	..	715	10 5	790	15 7	133	4 0	..	..	..	..	..	..	3,844	16 10
1887-88	1,016	12 3	..	..	7	4 10	1,180	8 7	132	15 0	..	..	..	..	..	..	2,837	0 8
1888-89	2,637	3 1	..	..	1,035	8 0	1,686	7 6	175	13 0	..	..	..	..	..	..	5,534	11 7
1889-90	1,251	7 0	..	..	446	10 0	853	2 1	163	13 8	..	..	..	..	..	..	3,714	12 9
1890-91	1,668	12 10	..	..	396	9 10	971	9 9	137	6 6	..	..	..	..	..	..	3,173	18 11
1891-92	1,319	1 7	..	..	603	1 10	897	12 9	141	15 6	..	..	..	..	..	..	2,961	11 8
1892-93	1,251	4 10	..	..	209	3 9	1,685	16 5	138	2 0	..	..	..	..	..	..	3,284	7 0
1893-94	1,315	4 5	..	..	517	17 3	956	7 10	169	11 9	..	..	..	..	..	..	2,959	1 3
1894-95	863	2 5	..	..	139	18 11	1,389	2 8	120	14 0	..	..	..	..	..	..	2,512	18 0
1895-96	1,605	0 5	..	..	341	1 8	3,881	19 7	117	6 11	..	..	..	..	..	..	5,945	8 7
1896-97	2,336	19 11	..	..	1,654	10 9	13,513	16 2	4	19 3	..	..	..	..	..	..	17,510	6 1
1897-98	..	..	..	..	..	..	18,642	14 8	32	1 0	..	..	..	..	..	..	23,908	9 5
1898-99	..	..	..	..	..	..	11,671	12 7	73	17 8	..	..	..	..	..	..	14,944	6 7
1899-00	..	..	..	..	..	..	4,659	5 9	76	4 8	..	..	..	..	..	..	7,561	10 1
1900-01	..	..	..	..	..	..	6,526	11 2	78	11 7	..	..	..	..	..	..	8,301	4 9
1901-02	..	..	..	..	..	..	5,096	14 7	88	4 10	..	..	..	..	..	..	6,487	19 3
1902-03	..	..	..	..	..	..	6,108	13 10	119	19 0	..	..	..	..	..	..	7,317	19 9
1903-04	..	..	..	..	..	..	5,556	7 10	175	3 0	..	..	..	..	..	..	6,810	13 0
1904-05	..	..	..	..	..	..	4,849	12 3	118	2 6	..	..	..	..	..	..	6,010	18 4
1905-06	..	..	..	..	..	..	5,840	18 1	75	11 3	..	..	..	..	..	..	6,992	17 8
1906-07	..	..	..	..	..	..	6,088	11 11	..	..	..	..	..	..	..	..	6,910	11 7
1907-08	..	..	..	..	..	..	6,374	10 7	..	..	..	..	..	..	..	..	7,322	3 1
1908-09	..	..	..	..	..	..	6,078	11 5	..	..	..	..	..	..	..	..	6,757	8 2



