

40. Tamati Arena Napia, now aged seventy-three, was the principal witness called by Mr. Skelton. He it was who said in his evidence that the block now in question was not Mokau at all, that Mokau was a block of 1,700 acres or more to the northward and consisted of the land which is now known as Mokau No. 1, Mokau No. 2, and Mokau No. 3; that Manginangina and Takapau were really one block of land divided by the river, one being on the one side of the river and the other on the other; and that the land that was intended to be sold in January, 1859, was the land now known as Mokau No. 1, Mokau No. 2, and Mokau No. 3, and not the land now known as Manginangina, Mokau-Manginangina, or Mokau. He says he knew that an area of 200 acres was to be reserved for the Natives, but his understanding was that that was part of the land to the north. Plainly, no reliance whatever can be placed upon this witness, and his testimony is quite unacceptable. His own grandfather, Hare Napia, was actually one of the sellers and signatories to the deed. In 1876 the grandfather gave evidence in the Native Land Court before Judge Monro on an application which had reference to the reserve of the 200 acres and which was dismissed on the ground that the Court had no jurisdiction, the Native title having been extinguished. But for present purposes the important factor is an actual statement which Hare Napia made and which is set out in the Judge's own minute as follows: "Hare Napia said that the Native title had been extinguished over the whole Manginangina Block. The Government had promised to give him back a small piece, which he now claims." There is not, nor can there be, any dispute as to what this means: the land which was referred to as the whole Manginangina Block is the area of 7,224 acres with which we are now dealing. Steps were then taken, however, to perform the promise made that 200 acres should be reserved, and on the 17th October, 1878, a Crown grant was issued for this area of 200 acres, one of the grantees being Arena Napia, the father of the witness who appeared before this Commission, and the description of the 200 acres shows that it was part of and located in the area of 7,224 acres.

41. But the statement of Hare Napia before Judge Monro is not the only sworn testimony which goes to refute the statements made nearly a century after the event upon which the present claims are made. In November, 1878, when Mokau No. 2 was being investigated by the Native Land Court, Heremaia Te Ara, who was of the Ngati Uru, gave evidence. So did Hamiora Hau (son of Wi Hau), who was opposing Heremaia te Ara's claim to Mokau No. 2. In his evidence Hamiora Hau said "Wi Hau sold the land adjoining this block on the south (Manginangina). It was sold to Kemp. Wi Hau gave Heremaia a part of the money paid for it. I do not know why he did so." Another witness, Paora Whataparaoa, said: "It was Wi Hau alone who sold the adjoining land to the pakeha." And Wiremu Hau himself, who gave evidence, said: "It was I who sold the land on the south. Heremaia te Ara had no part in it." Heremaia te Ara himself had previously given evidence, but was recalled. He did not dispute any of the statements we have quoted, though, of course, he had heard those statements and had the opportunity of denying them. In cross-examination he was asked by Hamiora Hau: "Had I not a tapu on this land?" (meaning Mokau No. 2). The answer was, "No, your tapu was on Manginangina, which you have sold, not in Mokau at all." It is plain, therefore, that this Chief of the Ngati Uru, Heremaia te Ara (who was the elder of Keima Poata, one of the protagonists of the present claimants), also knew very well that the 7,224 acres had been sold, because it was that land which was referred to