

Mr. Wilson considers that the deed in question did not strictly come within the scope of the Native Lands Frauds Prevention Act. I expressed my opinion that it did, and informed him that if he desired a certificate, the deed should first be completed by his procuring the signature of all Te Hapuku's creditors, and by appending a correct list of all lands in which Te Hapuku was interested. On the deed being completed, I would be prepared to consider any application he might make for a certificate.

18th April.

Mr. Wilson called at my office with reference to this matter. He handed a letter to me dated 17th March 1871, purporting to have been signed by Te Hapuku, requesting me to issue a certificate without requiring him to attend personally; also a statutory declaration by Mr. Purvis Russell, dated 6th April, 1871, that the deed of assignment received the full assent of Te Hapuku. Mr. Wilson requested that I would issue a certificate without examining Te Hapuku, leaving it to the Trustees to sift the claims of creditors, or ask Mr. T. P. Russell, who is a J.P., to act for me as Trust Commissioner. I declined to comply with either of his requests, considering that I should either enquire into all transactions myself, or that I should request a Magistrate, other than one of the Trustees, to do so for me. I was the more resolved that Te Hapuku should be examined by me or by a Magistrate, inasmuch as the deed, when presented to me, only operated as a deed of conveyance and assignment at common law, and was not binding on dissentient creditors, Mr. Wilson having failed to bring the deed within the provisions of the Bankruptcy Acts by not complying with the requirements of those Acts. After long discussion and argument, I informed Mr. Wilson that I could only treat the transaction as any other transaction under the Native Land Frauds Prevention Act, and intimated to him that as soon as the deeds were properly completed I would be prepared to hear an application for a certificate.

14th May.

To-day Messrs P. Russell and J. N. Wilson waited upon me with Te Hapuku. Mr. Wilson requested me to examine Te Hapuku with reference to the deed of assignment, executed by him prior to the deed being completed. I agreed to put a few preliminary questions to Te Hapuku as to the transaction, subject to my right and duty to examine Te Hapuku over again when the deed were completed. Mr. Wilson stated that the amount of Te Hapuku's unsecured debts amounted to about £360.

In reply to a question from me, Te Hapuku admitted his signature to the deed. He stated that when his trap had been seized in execution on a judgment obtained against him by Watt Brothers about six weeks ago, he wished or arranged with the Messrs. Russell to release his trap, and mind his property (tiaki i aku whenua) until he should return from the Wairarapa, whither he then intended to proceed for a short time, and he understood that he should have his land back again after his return from the Wairarapa. He objected to the deed as explained by me to him, saying that he never agreed that his property should be given up to the Messrs. Russell, with power to sell for the purpose of paying his debts, and that he considered that he had not parted with his interest in the land, and that he never wished the Trustees under the deed to pay his debts.

16th May.

On Mr. Russell and Mr. Wilson calling upon me this morning, I informed them of the result of the questions put by me to Te Hapuku. Mr. Russell stated that if it were not Te Hapuku's desire that he should manage his affairs he would not, of course wish to do so.

I have, &c.,

His Honor J. D. Ormond,
Napier.

HANSON TURTON,
Trust Commissioner.

PART OF TE WHARAU BLOCK.—2,046A.

14th April, 1871.

Mr. Newton, merchant, called at my office with Mr. Grindell, Interpreter, and Pei te Kuna. Mr. Newton produced a deed of conveyance of equity of redemption, dated 17th September, 1870, made between Enoka te Rua, Te Kako, Atareta Mangomango te Pukepuke, Rawenata Tau, Peni te Puna, Hone Rautahi, Eru te Whakamamoko, and te Hira Ranperaha, of the one part, and Thomas Kennedy Newtown of the other part. The deed purported to convey the equity of redemption of the natives in 2,046 acres of land, being part of Te Wharau Block in this Province; and had been signed before the Native Land Frauds Prevention Act was brought into operation in this district by the above named Natives, excepting by Peni te Puna, who had subsequently executed the deed. Mr. Newton, therefore, applied for a certificate in respect of Peni te Puna's interest only.

On looking into the title I discovered that the property was leased on 1st October, 1867, for 21 years to a Mr. Couper, of Havelock, at a rental of £120 per annum for the first 13 years, and at a rental of £150 per annum for the remaining eight years; and that the lease was signed by all the Native grantees, nine in number. The property was subsequently, and on the 19th July, 1869, mortgaged by seven of the Natives, not including Te Puna, to Mr. Newton to secure £250, and all sums of money which might thereafter be due on an account current between them. At the date of the conveyance of the equity of redemption under notice, the amount which the Natives owed Mr. Newton on the account was about £1,000, the full value of the interests of the Natives in the property; and they had then conveyed their remaining equity in the land to Mr. Newton in settlement of his account. However, as regarded the signature of Te Puna, the deed under notice operated as a simple and entire conveyance of his interest in the land, and Mr. Newton had agreed to give him about £40, being the balance, and as his share of the consideration of £1,000.

On making the proper and necessary enquiries of Te Puna, directed by the Act before mentioned, I learnt that the greater part of the consideration of £1,000 had been received by his people, including the other grantees, in money and goods, and that a portion of it had been given in spirits. Though £40 was a small sum to be paid to Te Puna for his interest, assuming it to be an equal undivided ninth share in the land, it appeared from Te Puna's statements that his relations, whose names were not in the grants, had received from Mr. Newton money, goods and spirits, to such an extent that Mr. Newton would, with the £40 now to be paid, have given adequate value for the interest; and Te Puna was willing to recognise all