

## WAIPUKU BLOCK—11,580 ACRES.

Leased by eight Natives to Messrs. W. L. Campbell and F. H. Meinertzhagen, but the lease is not signed by Te Hapuku, nor has he been made a party to it. The rent reserved by this lease is £200 a-year, and it is leased for twenty-one years. The Crown Grant, when issued, will, however, contain Te Hapuku's name as a grantee.

## RAUKAWA EAST BLOCK—4,438 ACRES.

The Crown Grant of this block is to Te Hapuku and nine others.

On 5th August, 1869, Te Hapuku and four others mortgaged their interest to Mr. J. G. Kinross, of Napier, merchant, to secure £300 and a balance of account current, with interest at 10 per cent. on 5th August, 1872. A power is in the deed enabling Mr. Kinross to collect rents, to be received in liquidation of balance of account current. Te Hapuku, by agreement of 15th June, 1870, agreed to sell his equity of redemption in the block to George Davie, of Pukahu, storekeeper, for £102. The beneficial interest in this agreement has been transferred to Mr. Kinross.

## ALLOTMENTS IN TOWN OF NAPIER AND MEANEE SPIT.—Estimated value, £100.

In all the before mentioned lands (excepting the allotments in the Town of Napier and at the Spit) Te Hapuku would, according to Maori proprietary customs and by virtue of the 14th section of the "Native Lands Act, 1869," hold a far greater interest than other Natives whose names are in the Crown Grants. Te Hapuku has personal property under his control to the amount in value of about £150.

Mr. Maddock produced a copy of a conditional bill of sale (filed in the Supreme Court) over 3,000 sheep running on Te Hapuku's Station, called Poukawa, near Te Aute, executed by Te Hapuku on 12th June, 1868, in favor of Mr. H. R. Russell, of Mount Herbert, to secure £700, and further advances with interest at 10 per cent., payable on demand, made in writing. The bill of sale comprised all increase and wool of sheep. On the day following the date of the execution of the bill of sale, it appears from an endorsement on the bill of sale that formal possession of the sheep was given to Mr. H. R. Russell by a James Walker, Te Hapuku's overseer; and Te Hapuku states that the sheep are still running on his land at Poukawa, which has not passed through the Native Lands Court, under the charge of Mr. Russell's shepherd. Te Hapuku says that the sheep are still his. There is no other bill of sale filed under the "Bill of Sale Acts, 1867 and 1868."

There are no unsatisfied liens on wool filed under the "Wool and Oil Securities Act, 1858;" and there are no securities or other instruments registered or filed under the "Bailors of Sheep and Cattle Protection Act, 1865," the "Mortgage of Stock Registration Act, 1869," and the "Agricultural Product Lien Act, 1870."

The claims of the creditors of Te Hapuku sent into Mr. Maddock in pursuance of an advertisement printed in one of the local papers for three weeks, extend over the period of the last 10 years, and amount to £739 15s. 2d., being the total amount of the accounts specified in the deed of assignment of 5th July instant. This sum would be reduced fully one-half were items for the sale of spirits not legally recoverable, and items the recovery of which is barred by the statute of limitations struck out of the accounts.

The above claims, however, do not include that of Mr. H. R. Russell, nor that of Messrs. Kinross and Newton, secured by their mortgages.

I examined Te Hapuku as to the deed, and he consented to the same. The nature and legal effect of the deed was explained by me to him.

Both Mr. Lyndon and Mr. Locke stated that they were not, nor were either of them, creditors of Te Hapuku. Mr. Lyndon stated that a commission of 5 per cent. on sales effected was a proper charge.

To this deed, so carefully drawn by Mr. Maddock, to satisfy the requirements of the Frauds Act, I considered that I should be justified in assenting.

The deed in question would, I considered, have the effect of vesting Te Hapuku's own property and rights or action for arrears of rent and other debts in the trustees, thereby clothing them with such legal rights and powers as would enable them to investigate accounts, and demand and sue for all debts owing to Te Hapuku; but at the same time no sale of lands could be made under the trusts of the deed without Te Hapuku's signature, and without my approval, which would be given on my being satisfied with the legality of claims.

Te Hapuku informed me that his people would sell Okaihau Block and Te Onepu Block to pay his debts. Certificate granted.

HANSON TURTON,  
Trust Commissioner.

TAMAMU BLOCK—824 ACRES (*Continued*).

7th June.

Paraone Hakihi appeared. He stated that he had agreed to sell his interest in the block. He admitted his signature, and consented to the deed as explained by me.

8th June.

Accounts produced, but, as there were several items included therein not legally payable by the Natives, in the absence of an agreement to the contrary, it was arranged by me and Mr. Wilson that a sufficient sum should be kept back to meet Mr. Rathbone's legal claims, and the balance should be paid to the Natives.

26th June.

Evidence was produced that the balance had been paid to the Natives, less £200 retained by Mr. Wilson, to pay Mr. Rathbone's claims. Certificate issued.

HANSON TURTON,  
Trust Commissioner.