

No. 1 Block, 10452 links, 12842 links, and 2815 links; towards the East by Te Irehunga No. 1 Block aforesaid, 1180 links; towards the South-east by Te Waimanu No. 1 Block 2952 links and 13594 links, by Te Otiora Block No. 2 2000 links, 13100 links, and 2000 links, by Te Waimanu No. 1c Block 15720 links; towards the South by the Ngaumuwahine Stream and by the Maungatotara No. 1a Block 3429 links; and towards the North-west by the Whakamarama No. 2 Block, 7429 links, 148 links, 343 links, 608 links, 1209 links, 1005 links, 1004 links, 795 links, 1429 links, 871 links, 612 links, 1701 links, 1227 links, 6060 links, 2622 links, 707 links, 1096 links, 410 links, 1268 links, 1684 links, and 433 links: be all the aforesaid linkages more or less.

I recommend that the restrictions be removed in favour of Mr. John Wilson.

*Case 6.*—Waimanu No. 1; purchaser, Mr. Hugo Friedlander; 1,274 acres 3 roods; described in Certificate No. 151 as follows: Date, 14th November; Waimanu No. 1; 1,274 acres 3 roods. (Parcels.) Towards the North-west and North by the Oteora No. 1 Block 13594 links and 2952 links, by Te Irehunga No. 1 Block 3000 links and 11452 links; towards the South by the Waimanu No. 1a Block, 4878 links; again towards the South-east by Te Waimanu No. 1a Block aforesaid, 2348 links; again towards the South by Te Waimanu No. 2 Block, 19899 links; and towards the South-west by Te Waimanu No. 1b Block, 2660 links: be all the aforesaid linkages more or less.

I recommend that the restrictions be removed in favour of Mr. Hugo Friedlander, but saving the interests of the following three owners, who have not transferred their interests: Te Heke Pepene, Aorua Taumatahuia, Keita Mahauriki.

*Case 7.*—Waimanu No 1c; purchaser, Mr. Hugo Friedlander; 446 acres; described in certificate No. 152.

I recommend that this purchase be not allowed, and therefore that the restrictions be not removed.

*Case 8.*—Waimanu No. 2a; purchaser, Mr. Hugo Friedlander; 450 acres; described in Certificate No. 153.

I recommend that this purchase be not allowed, and therefore that the restrictions be not removed.

*Case 9.*—Poripori No. 1; purchaser, Mr. Hugo Friedlander; 3,000 acres; described in Certificate No. 150.

I recommend that this purchase be not allowed, and therefore that the restrictions be not removed.

*Case 10.*—Poripori No. 2; purchaser, Mr. Hugo Friedlander; 2,696 acres 1 rood 26 perches; described in Certificate 157.

I recommend that this purchase be not allowed, and therefore that the restrictions be not removed.

On the 19th January I commenced the hearing of these cases, and thirty days were wholly or partially occupied in hearing counsel and examining witnesses. The applicants for removal of restrictions were represented by two solicitors, but Mr. Firth Wrigley and his co-purchasers opposing the application were not represented by counsel. The opposition of the Natives was confined to one person (see Haoka's evidence), whose object appeared to be only the obtaining of a higher price for his share. The lands were confiscated lands, afterwards restored to the Natives under special regulations not applicable to Native lands in general. They are situated about twelve miles from Tauranga.

The first negotiator with the Natives for these lands was Mr. Alfred Preece, who began purchasing in the year 1878; but in 1880 or 1881 he and those on whose behalf he was purchasing retired from the field, selling their acquired interests to Messrs. Creagh and Friedlander, Mr. Creagh being a licensed surveyor, and Mr. Friedlander a settler in the Canterbury Province, Middle Island. What the precise interests were which Mr. Preece had acquired were not disclosed to me except vaguely; but, whatever they amounted to, they were sworn to have been transferred to Messrs. Creagh and Friedlander, and thereupon Messrs. Creagh and Friedlander commenced their operations.

Mr. Creagh began by making an agreement with certain leading chiefs of the Ngatipou Tribe and other hapus claiming the ownership of these blocks to survey them at 7d. per acre, Creagh also agreeing that, when surveyed, he (Creagh) should purchase the shares of the owners at the rate of 6s. 6d. per acre cash, the purchaser to bear the cost of survey of the whole lands including the reserves. This bargain formed the basis of all subsequent transactions with the hapus, who were eventually declared to be the owners of the block.

The purchases were all conducted by the same agents—namely, Mr. Creagh and his sub-agents, operating throughout on the same banking account, and using the same receipt-books and books of account for all the blocks; and, these blocks having been up to a certain time undefined either as to area or ownership, the accounts were not very clear in their character; and, when afterwards the blocks were subdivided and their ownership determined, the accounts were still all entangled together. This entanglement was still further complicated by the fact that, even after the land had been subdivided and the ownership parcelled out among the different hapus, there were rehearings which resulted in still further changes as to the boundaries and areas and in the lists of ownership; so that it was not till September, 1882—which was long after most of the purchases had been made—that the whole of the areas of the blocks and lists of owners were finally settled as they now stand. The purchasers' counsel and witnesses represented it to me as a hardship on them that by reason of these changes they had lost moneys paid to those vendors who were deprived of their supposed ownership. But it appeared to me that what the purchasers were buying from such owners was a chance, and that they must abide by the loss when the chance turned out against them. I