later. There is, however, no proof whatever of the assertion that these owners of Te Haka were compensated for the loss of their rent by extra shares in the township. It may be so, but there is absolutely nothing to show it. It is common ground that at this period the moneys collected by the Rotorua Town Board for the rents of these two pieces of land were the property of Natives and not of the Crown. Mr. Meredith fully admitted this; and indeed the matter is unarguable. Whether the moneys belonged to the present petitioners or their predecessors, or whether they belonged to the whole of the owners of Pukeroa-Oruawhata, they certainly did not belong to the Crown. Further correspondence ensued. But up to the time when Mr. T. W. Lewis came to Rotorua to purchase the Rotorua Township these rent-moneys remained in the hands of the Town Board—placed, however, in a separate banking account—the sole reason for their not being paid out, so far as we can see, being the dispute as to which particular Natives the moneys belonged to, a dispute which could and ought to have been settled forthwith.

The deed of sale to the Crown presents some extraordinary features. It recites the history of the title of the land, and in particular recites that from time to time certain portions of the said piece of land had been demised by deeds of lease for certain terms of years in accordance with the provisions of the Thermal Springs Districts Act, 1881, and the Amendment Act, 1883, and that sums of money have from time to time been paid or have accrued due as and for the rent reserved by the said several deeds of lease. It further recites that on the 29th February, 1888, Henry Tacy Clarke, Judge of the Native Land Court, upon due inquiry, determined the relative interests of the certain persons certified to be owners by the certificate of title. The purchase-money, £8,250, was divided in accordance with this scheme of relative interests devised by Judge Clarke.

The deed then conveyed and assured the land to Her Majesty, and the final clause in the deed is as follows: "And the said vendors do and each of them doth for the consideration aforesaid as to the relative share or shares of each of them hereafter assign unto the said purchaser all the rents and profits *which have accrued due* under and by virtue of any such deeds of lease as aforesaid of the said piece of land or any part thereof."

If that were all the matter would be a simple one. The moneys in hand were not rents accrued due, but rents which had actually been paid and reduced into possession, and they clearly would not pass by the language of the deed. But on turning to the Maori translation of the deed endorsed thereon we find imported into this translation words which cannot possibly be derived from the language of the deed itself. We do not quote the Maori itself, but we have caused a translation to be made by one of the most experienced Interpreters of the Court, which translation is as follows: "And in consideration of the sum mentioned above for each vendor's share or shares we give and transfer to the purchaser all rents and other moneys *already paid* to the Government in accordance with the terms of the aforesaid leases, and all other moneys *which are to be hereafter paid* as rents for the said piece of land or for parts of it."

According to the attestation on the deed it was this Maori statement which was explained to the vendors. The moneys received in respect of Te Haka and Tapuae, however, are not moneys received from leases granted in terms of the Thermal Springs Districts Act: they are the proceeds of special arrangements, and they have always been treated separately from other moneys. In our opinion it is at least doubtful whether they would pass even under the provisions of the deed as stated in Maori. Certainly they would not pass under the provisions of the deed as stated in English. In view of this material discrepancy certain correspondence becomes important. There is on record a memorandum by Mr. T. W. Lewis himself, dated the 11th October, 1889. He says the agreement by himself with Ngati Whakaue for the purchase by the Crown of the Rotorua Township includes the following:—

> "1. The land purchased is Pukeroa-Oruawhata Block, of 3,020 acres, as contained in the certificate of title.
>
> "2. The Natives sell all their right, title, and interest in this land or any division thereof, or any lease made under the Thermal Springs Districts Act of any portion, to the Queen for the sum of £8,250.
>
> "3. The purchase-money to be divided according to the division made by H. T. Clarke, Esq., into 1,100 shares at the rate of £7 10s. per share.
>
> "4. The amount of rent which has been collected by the Crown and which is now in the hands of Mr. Bush, R.M., to be paid to the owners according to Mr. Clarke's list above mentioned.
>
> "5. All rents uncollected, and all rights in any lease or rents thereunder, are made over to the Queen, so that the vendors transfer with the land every right, title, and claim they have of any nature whatsoever to the land comprised within the said block, or any profit from any lease of any portion thereof."

It will thus be seen that Mr. Lewis's own statement of the bargain is in direct conflict of the terms of the Maori translation endorsed on the deed, and in accord with the English version. The statement, therefore, contained in the Maori version that the rents collected by the Crown were to be assigned by the deed is an obvious error, and we are of opinion that a Court of equity would order the deed to be rectified. Now, the moneys derived from the leases to Morrison and Kelly, though not in the hands of Mr. Bush, were moneys that had been collected by the Crown, and the only reason that they had not been paid into the hands of Mr. Bush for distribution was a dispute between the Natives themselves.

It is admitted that, notwithstanding the conflict in the terms of the deed, of which we may say neither counsel for the Natives nor counsel for the Crown was aware, not being Maori linguists, until the Court itself pointed them out, the moneys which had been collected by the Crown were distributed amongst the Natives, but the moneys produced by these particular leases to Morrison and Kelly were expended by the Town Board in the improvement of Pukeroa in the manner incorrectly suggested by the Under-Secretary (Mr. Elliott) some time before. It was conceded by Mr. Meredith during the argument before us, basing his view, of course, upon the English