

1917.
NEW ZEALAND.

NATIVE LAND AMENDMENT AND NATIVE LAND CLAIMS ADJUSTMENT ACT, 1916.

REPORT AND RECOMMENDATION ON PETITION No. 276 OF 1915, RELATIVE TO MANUKAU BLOCK.

Presented to both Houses of the General Assembly in pursuance of Section 24 of the Native Land Amendment and Native Land Claims Adjustment Act, 1916.

SIR,— Native Land Court (Chief Judge's Office), Wellington, 18th October, 1916.

Re petition of Karaka Rutene (Manukau I): I have the honour to submit herewith the report of Walter Edward Rawson, Esq., Judge of the Native Land Court, made under the provisions of section 24 of the Native Land Amendment and Native Land Claims Adjustment Act, 1916, with exhibits thereto attached and lettered from A to H inclusive [not printed].

In conformity with the provisions of the aforesaid section, I recommend that the agreement submitted to the said Judge on behalf of the parties interested—Exhibits A and B to the said report—be adopted as the equitable basis of a settlement of the matter in dispute, but I wish to add,—

I entirely dissent from the proposal that the President of the Tokerau District Maori Land Board be appointed to arbitrate in case of dispute between the Natives to whom the land is returned, and you will see from the report that in this dissent I am in accord with Judge Rawson. The reason of my stand on this point is that any order of that President would confer no legal title, and could not be registered under the Land Transfer Act; also, that the Governor in Council has no power to confer jurisdiction on such President to so act, but His Excellency has power to confer, under section 25 of the Native Land Act, 1909, jurisdiction upon the Native Land Court to do all that is required in this matter, and to make orders upon which I may have Land Transfer titles issued.

I also dissent from appointing the Natives trustees, as set out in the said agreement, and am strongly in favour of the Public Trustee being the trustee; but I understand this was not acceptable to the parties interested when suggested before Judge Rawson, also that the conveyance of the land in question is now made out to the Native trustees.

I am quite in accord with "the few remarks" submitted by Judge Rawson at the end of his report.

I have, &c.,

JACKSON PALMER,
Chief Judge.

The Hon. Minister of Native Affairs.

MANUKAU BLOCK F.

Application by the Chief Judge, under Section 24 of the Native Land Amendment and Native Land Claims Adjustment Act, 1916, for a Report upon the Petition of Karaka Rutene and Twenty-nine Others, praying for an Inquiry re Sale and Partition of Manukau Block.

SIR,— 25th September, 1916.

I have the honour to report that at a sitting of the Native Land Court held at Kawakawa on the 6th and 7th September, 1916, this matter was brought before me.

Mr. Vernon Reed appeared as counsel for the petitioners and other Natives interested, and Mr. E. Blomfield for the Herekino Land Company (Limited), the present owners of the block, and for purchasers from the company, and also for Messrs. Dunlop and Quartley, who were the original buyers from the Native owners.

On the matter first coming before the Court Mr. Reed stated that there was some prospect of the parties settling their dispute, and suggested an adjournment. Mr. Blomfield raised no objection to this being granted, but first pointed out that prohibition proceedings taken by the Native owners in the Supreme Court with a view to preventing the sale had been withdrawn in pursuance of an agreement then arrived at between the parties whereby a certain area was to be reconveyed to the Natives. The adjournment asked for was granted.

I had at this time received a telegram to the following effect: "*Re* Manukau: When will you open Ahipara?—A. T. McMATH."

I replied to this: "Manukau case before Court here. Reed representing petitioners. Settlement being discussed. Probable Court will not find it necessary to go to Ahipara."

I heard nothing further from Mr. McMath or from any other person as to Court being expected at Ahipara, although I was at Kawakawa on other Native Land Court business for some fortnight or so longer.

On the Court reopening later on the 6th both Mr. Reed and Mr. Blomfield joined in a request that further time be allowed them, as a satisfactory settlement seemed likely. This matter therefore was allowed to stand over till the following day.

The parties were absent till the afternoon of the 7th, discussing terms of settlement. At 2 p.m. on that day Mr. Reed, in the presence of many Natives and of the opposing parties, announced that an agreement had been arrived at, and handed into Court the document attached hereto marked "A," which sets out the terms arrived at. This was then read and interpreted into Maori by the Court Interpreter. Persons were then named as trustees for the Natives interested to enable a transfer to be made to them, and it was suggested that, as all the persons in the list of names attached to the agreement were not present, the President of the Tokerau Maori Land Board should be appointed to arbitrate in fixing the names and shares of the persons to be included in the lands returned if the Natives could not settle them by agreement. I would, however, suggest that power to deal with this matter be conferred on the Court under section 25 of the Native Land Act, 1909, if the necessity arises later on. Neither Mr. Reed, the Natives, nor myself, however, anticipate that the Natives will have any trouble in agreeing upon the persons to receive transfers. The persons named as trustees under the agreement were Karaka Rutene, Reihana Hemi, and Hare Huru. Their names were called in open Court, and no objection was taken to any of them.

Mr. Blomfield then put in the documents attached hereto marked "C," "D," "E," "G," and "H" [not printed], and the Court then gave notice that, if any one desired to say anything further, it was prepared to hear them. No one apparently desired to say anything further, and the inquiry closed amidst mutual expressions of good will between the Natives and the respondents.

There are a few remarks that I desire to submit for your consideration:—

1. That the petition of Karaka Rutene and others contains nine paragraphs, not one of which is directed against the first purchasers, Messrs. Dunlop and Quartley, nor is there any reference in the petition to the amount of the purchase-money being other than was stated to the Maori Land Board. In the settlement now arrived at is an express withdrawal of all allegations and complaints in the matter of the sale to Messrs. Quartley and Dunlop either as against the Board, the Native Land Court, or the purchasers. I find that the records disclose no evidence of impropriety on the part of Messrs. Quartley and Dunlop, and the present proprietors of the block (the Herekino Land Company, Limited) were not parties to the original sale, and had no knowledge of it so far as I can see.

2. Judge MacCormick, when cutting out the shares of permanent occupiers as directed by the Maori Land Board, gave those desiring to be excluded from the sale every possible opportunity to put their claims before him. This is conclusively shown in Native Land Court Minute-book 52 (Northern District), pages 9 to 75. It is also shown there that the Judge had before him a topographical sketch-map, prepared by Messrs. Foster and Miller, showing kaingas, flat land, cleared land, cultivation, &c., with valuations. This rendered it quite unnecessary for the Judge to visit the land. That he went as far as possible to assist the non-sellers is shown by the following entry on page 75:—

"Natives kept as far as possible on the good land only at what appear to the Court fair values, Court taking the view that it is better for the resident non-sellers to have a smaller area of good land than a larger extent of poor or bush land. Every Native in the block has had his kainga preserved to him, sometimes at decided loss to the purchaser, with one exception—Pai Komene, whose house, of no great value, is so situated that it would be impossible, having regard to the number of his shares and the general equity of partition, to put his interest where his house is. He must therefore move it or be compensated for it. According to the evidence it may be worth £20. It could not possibly be given any access to road, in addition to the other reasons against putting the interest there."

In my opinion the minutes show that the partition was most carefully considered. It was upheld on appeal, and the Appellate Court in giving its decision expressed the belief that the appeal had been lodged merely to hold up the sale for a time; and stated that, though the appellants had intentionally absented themselves from the partition Court, that Court seemed to have taken all possible steps to do the absentees justice.

3. As to so large a sum as £120 being fixed as amount to be deposited as security for the respondents' costs in the appeal, the reason is plain. The grounds of appeal lodged by the appellants seemed to be directed against the decisions in six Manukau blocks, and it therefore appeared that there were six distinct appeals affecting different parties as respondents. The Chief Judge wrote the appellants' solicitors asking if it was intended as one appeal or six, and then, receiving no reply, fixed the deposit at £20 on each of the six cases—a total of £120. I submit no other course was open to him. On the hearing of the appeal, the deposit of £120 not having been lodged, an application was made by the appellants' counsel for reduction of the deposit to £25. The respondents then stated that as the notice of appeal did not indicate which orders were appealed against, they had been forced to prepare to defend six, and that they did not even then know which orders were the ones objected to. The Appellate Court, finding one decision only was questioned, reduced the deposit from £120 to £25, and the latter was the amount lodged. On giving judgment dismissing the appeal £10 costs out of the deposit were allowed the respondents, but out of this £3 12s. 6d. had to be paid to the Registrar of the Native Land Court, being the expense incurred by the Court in bringing certain papers from Kaikohe. The balance of £15 was refunded to the depositors. Therefore in this matter of the deposit the appellants had only themselves to blame for such a large amount being asked. They never paid the £120 into Court, and eventually the Appellate Court reduced it to £25: £15 of this was returned to them, only £10 being the amount actually taken as respondents' costs.

4. As to the agreement arrived at when the prohibition proceedings were before the Supreme Court, the letter attached hereto, dated 2nd September, 1916, Messrs. Earl and Kent to Mr. E. G. Blomfield [not printed], shows that neither Mr. Dunlop nor Mr. Quartley was to blame for its not being carried into effect.

5. There is a copy letter on the file from the Registrar to Mr. Quartley stating that the President of the Tokerau District Maori Land Board considered his explanation satisfactory and consistent with Board records, and that no further action would be taken. This was in reference to allegations that the purchasers had undertaken to pay the costs of survey and to pay £1 5s. an acre as purchase-money, not 17s. 6d., the amount named at the meeting of owners.

6. Mr. Blomfield during the course of the inquiry stated that there was on the file a letter written by Mr. Moore, solicitor acting for the Natives, to the Tokerau District Maori Land Board withdrawing all allegations against the Board. I have been unable to find this, but the present agreement contains a similar withdrawal.

7. I am of opinion, had Mr. Dunlop seen fit to attend before the Native Affairs Committee when this matter was before it, that the Committee would have been satisfied with his explanation. His failure to do so has been responsible for a considerable amount of trouble to himself and Mr. Quartley as well as expense.

I have, in response to a telegram from the Registrar of the Tokerau Maori Land District, sent all Manukau plans, files, and minute-books back to him. Application herewith.

I have, &c.,

W. E. RAWSON, Judge.

The Chief Judge, Native Land Court, Wellington.

“A.”—SETTLEMENT BETWEEN MANUKAU PETITIONERS AND PRESENT OWNERS OF MANUKAU LANDS OWNED BY HEREKINO LAND COMPANY AND MESSRS. QUARTLEY AND DUNLOP.

1. 65 acres shown on plan produced to be transferred by the company to such of the petitioners as are arranged between them and the Court, including such of the owners on list produced as have sold and not drawn their purchase-money.

2. 40 acres shown on plan produced having a road-frontage of 10 chains and a depth of 40 chains, being part of Section 1, to be transferred to such of the petitioners as mentioned in paragraph 1 hereof.

3. The sum of one hundred and forty pounds to be paid to the company out of moneys lying to the credit of the Native vendors in list produced with the Tokerau District Maori Land Board in respect to the sale of Manukau.

4. The above to be in full and final settlement of all matters and allegations set out in the petition, and to operate as a withdrawal of all allegations and complaints in the matter of the sale to Quartley and Dunlop, either as against the Board, the Native Land Court, or the purchasers.

THE HEREKINO LAND COMPANY (LIMITED),

A. G. QUARTLEY,

F. G. DUNLOP:

By their counsel—E. D. BLOMFIELD.

On behalf of petitioners and parties on list produced—

7th September, 1916.

VERNON H. REED,

Counsel for same

Manukau Block.—*List A.*

Name.	Shares.	Name.	Shares.
2. Apikera Heiwari	11½	162. Muru Paenga Rewiri	4
3. Arerina Wiki	2	163. Mimiti Potata	1
5. Ani Eruera	1	164. Mare Tuakana	2
10. Akinihī Waipouri	2	165. Mei Hoori	2
11. Apikera Ruhana	13	166. Mei Hemi Hui	6
23. Emeri Ruhe	13	167. Macngaroa Hori	3
26. Emeri Reihana	6	168. Makoaro Reihana	14
28. Hemi Piri	4	178. Mereana Huru	1
29. Hone Heiwari	11½	180. Ngawaka Karaparapa	3½
30. Hera Paki	5½	182. Ngawaiata Pakinga	20
31. Hera Hemi	17½	183. Ngapeka Harewira	5
35. Hoani Wiki	2	193. Ngatowai Riwini	4
36. Harata Wiki	5	194. Ngaperā Tia	2
37. Hima Rapata	5	195. Natanahira Reihana	5
38. Harata R. Wiki	5	200. Ngarama Ngataierua	2½
40. Huhana Hare	1	201. Paora Heiwari	11½
46. Hare Huru	20	204. Pomana Hare	10
48. Hapai Pukeroa	4	205. Paekoraha Wiremu	12
49. Hoawa Wiremu	4	208. Puhipi Kopa	4
53. Hone Hawe	15	210. Pewi Hoori	14
55. Harawira Takerei	23	211. Patari Hoori	6
56. Honi Harawira	5	212. Parana Himi	2
59. Hera Hewari	17	214. Paikomene	18
60. Hera Tia	10	215. Popata Komene	12
62. Hemi Heiwari	11½	217. Paraha Tewaati	6
63. Hera Rutene	1	219. Paraone Tuakana	2
64. Hori Rapata	2	220. Pera Hemi Watene	6
66. Hepara Tia	2	230. Raitia Hoori Karaka	3½
65. Honi Akinihī Kakarana	10	231. Ramari Heiwari	11½
67. Hare Poka Waipouri	2	234. Rira Wiki	2
68. Hami Hini	6	236. Rapata Wiki	5
69. Hemi Watene	12	239. Raiha Ruhe	8
70. Hamuera Watene	8	240. Rata Moa	½
71. Hamuera Hemi Watene	6	241. Ritia Waahi	15
72. Hapaira Wiripo	3	242. Ramari Rapata	17
74. Hariata Hemi Watene	6	250. Rapata Karaka	10
75. Hera Hemi Hui	15	251. Rutene Karaka	10
78. Hare Hemi Hui	5	253. Rutene Riwini	4
95. Ihapera Hemi	10	255. Rapata Hoterene	2
96. Ihimaora Karaka	10	256. Renata Murupaenga	1
98. Iraia Hemi Hui	16	258. Reri Hoori Kakarana	12
101. Kare Hoi	3½	259. Reihana Hemi Hui	20
105. Karena Hare	10	260. Reihana Hui	6
106. Kiriwai Hare	10	261. Raiha Hoori	3
107. Ketī Eruera	1	262. Rihipeti Arama	1
108. Kiri Tamora	1	278. Rata Murupaenga	1½
109. Kiti Wiremu	4	280. Tare Wiremu	2
110. Kiwikiwi Wiremu	13	286. Tamora Ruhe	5
111. Kiriwai Harawira	20	288. Tere Wirepo	15
115. Karu Wiripo	8	289. Tira Harawira	5
117. Karaka Rutene	12	290. Tame Hone	3
118. Kuru Hura	12	291. Takerei Hawe	7
119. Kataraina Paraha	3	296. Tia Waipouri	14
120. Kare Hemi Hui	16	297. Tipene Parataha	1
123. Kino Tono	1	298. Tonga Hemi Watene	6
125. Mocngaroa Hoori Karaka	3½	299. Timini Reihana	15
126. Makoare Rawiri Mutanahira	6	309. Tuauru Mika	5
127. Miha Pai Komene	5	315. Uporo Matanahira	12
128. Meri Tana	11½	316. Whereri Heiwari	11½
129. Miraka Haiwari	11½	318. Whakaruru Wiki	2
131. Matui Takerei	15	321. Waahi Miha	5
132. Manihera Wiki	4	322. Wikaitara Ruhe	8
133. Mere Harawira	15	323. Wiremu Muunu	30
134. Mihireweti Matui	5	324. Wirehana Haku	1
135. Marara Takerei	5	325. Wiripo Heremaia	20
145. Meri Kopa	4	329. Waipouri Tamati	7
147. Maraoa Hoori	4	330. Witamihana Paraha	4
148. Maraoa Hone	3	332. Wiremu Paora	2
152. Mini Waipouri	10	333. Wirinia Hoori Hui	3
153. Matenga Karaka	10	334. Witiki Hemi Watene	7
154. Mere Karaka	10		
155. Matui Hura	12	Total acreage	1,115½
156. Marara Tuakana	10	73. Hetaraka Raharuhi	1
157. Matui Waipouri	3	76. Hare Raharuhi	1
158. Miraka Karaka	12		
161. Miraka Pai	12		

W. E. R., J.

E. D. B.—Manukau F: Produced to N.L. Court at Kawakawa.—W. E. Rawson, Judge,
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