

## FORMALITIES OF EXECUTION.

17. Section 369 (2) of the Native Land Act, 1909, provided that every instrument of alienation or other assurance executed by a Native in favour of the Crown was required to be executed in the same manner as if it were an instrument of alienation of Native land in favour of a private person. No such instrument, however, need be confirmed by a Maori Land Board or the Native Land Court. The formalities to be observed in the execution of instruments of alienation at the time when the papakainga interests were purchased were prescribed by section 215 of the Native Land Act, 1909, as amended by section 87 of the Native Land Amendment Act, 1913.

Apart from the collateral agreements already mentioned, there are, in all, fifteen separate memoranda of transfer covering the interests purchased in the papakainga—that is to say, there are fifteen documents. In a number of instances the transfer is arranged in schedule form, and is made to include the interests of a number of persons. In all cases except one the transfers comply with the requirements of section 215. There is endorsed on each transfer a plan of the land affected; there appears in the body of the transfer a statement in the Maori language certified to by a licensed interpreter of the first grade as correctly setting forth the meaning and purport of the instrument; and the signature of each Native is attested either by a solicitor, Justice of the Peace, Postmaster, or a Registrar or Commissioner of the Native Land Court, who certifies that the signatory had a knowledge of the English language sufficient to enable him to understand and that he did understand the effect of the instrument, or the signature is attested by one of those whom I shall call the official witnesses—*i.e.*, a solicitor, &c.—and a licensed interpreter of the first grade who certifies that the memorandum of transfer was explained to the Native, who understood the effect thereof.

The one exception is a transfer executed by Ngapiapi Reweti on the 23rd February, 1917, by Rotana Ropiha Reihana on the same date, by Mereia Kingi on the 14th February, 1918, and by Mereana Roera on the 8th April, 1918. The transfer is defective in that, although there is embodied in the transfer a translation of its material contents, there is no certificate by a licensed interpreter of the first grade as to the correctness of the translation. So far as the signature of Ngapiapi Reweti is concerned, this is immaterial, for his signature was attested by a Commissioner of the Native Land Court, who certified that Ngapiapi Reweti had a sufficient knowledge of the English language to enable him to understand, and that he did understand, the effect of the memorandum of transfer. In respect of the other three signatories, however, the transfer does not comply with the requirements of section 215. It is to be observed in the first place that the translation was in effect such a clear and correct statement in the Maori language that it could have been certified. The omission is therefore technical and not of real substance. In the second place, Mereia Kingi, on the 14th December, 1918, executed in favour of the Crown a memorandum of transfer covering all her interest, and this transfer in every way met the requirements of section 215. So far as the transfer under discussion affected her interests it may properly be disregarded.

In two instances, then, transfers by Natives did not comply with the provisions of section 215, but the omission is in each case technical and not of real substance and effect.

18. It is proper, in view of allegations elsewhere made, to refer more particularly to certain transfers:—

- (a) Transfer executed by Wiremu Watene, *alias* Wiremu Watene Tautari, on the 12th June, 1923, and divers other dates.

Certain pencilled notes of calculations appear on the transfer which is before me. It is clear that they were put there for the Native Land Purchase Officer's guidance and do not affect the vendor. The transfer in every way satisfies the requirements of section 215.

- (b) Transfer executed by Mereana Roera on the 8th April, 1918.

According to the body of the transfer she sells all her interest in Orakei No. 1 Reserve. This interest was in fact 2/99 share. The figures 2/99 do appear in pencil in the schedule, and from other evidence I infer that they were inserted subsequently to 1921. The purchase-price shown in the transfer is £7 13s. 3d. The addition in pencil stated the fact, and while it should not have been put in the document while the document had to be relied on, it in no way affects the position.

- (c) Entry of Mereia Kingi's name in a certain transfer.

This is a deliberative entry, struck out. It was never executed. This calls for no further comment.

- (d) Transfer executed by Rotana Ropiha Reihana on the 3rd November, 1916.

It has been stated that a pencil note referred to this transfer as "ineffective." In fact, the note says "transfer is now effective." There is below the signature on the transfer a note in pencil reading "same as Rotana Terewai." It is an obvious note of identification. This Native vendor agreed to sell for £345 her interest in Orakei No. 1 Reserve, exclusive of one-sixth share as part seccessor to Toko Reweti, which was subsequently transferred for £63 4s. 1d. This with the £345 makes a total consideration of £408 4s. 1d., referred to in a memorandum executed on the 28th February, 1917. There is thus no conflict between the transfers and the collateral memorandum.

- (e) Transfer executed by Rauputu Hoterene on the 17th December, 1914, and by other Natives on divers dates.

In this transfer are written some notes in pencil, which are obviously office notes. From internal evidence they appear to have been made about 1923. They in no way affect the transfer.