

1907.  
NEW ZEALAND.

NATIVE LANDS AND NATIVE-LAND TENURE  
(INTERIM REPORT OF THE COMMISSION APPOINTED TO INQUIRE INTO THE QUESTION OF).

*Presented to both Houses of the General Assembly by Command of His Excellency.*

COMMISSION.

PLUNKET, Governor.

To all to whom these presents shall come, and to Sir Robert Stout, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Chief Justice of the Colony of New Zealand; and to Apirana Turupa Ngata, of Auckland, Bachelor of Laws, Barrister of the Supreme Court of New Zealand: Greeting.

WHEREAS there are large areas of Native lands of which some are unoccupied and others partially and unprofitably occupied: And whereas it would be for the benefit of the Natives themselves and to the advantage of European settlement if prompt and effective provision were made whereby such lands should be profitably occupied, cultivated, and improved: And whereas it is expedient that a Commission should be appointed to inquire and report as to the best methods to be adopted in the premises:

Now, therefore, in exercise of the powers conferred on me by "The Commissioners Act, 1903," and the amendments thereof, and of all other powers and authorities enabling me in that behalf, I, William Lee, Baron Plunket, the Governor of the Colony of New Zealand, acting by and with the advice and consent of the Executive Council of the said colony, do hereby appoint you, the said

Sir ROBERT STOUT and  
APIRANA TURUPA NGATA,

to be a Commission to inquire and report as to—

1. What areas of Native lands there are which are unoccupied or not profitably occupied, the owners thereof, and, if in your opinion necessary, the nature of such owners' titles and the interests affecting the same.
2. How such lands can best be utilised and settled in the interests of the Native owners and the public good.
3. What areas (if any) of such lands could or should be set apart—
  - (a.) For the individual occupation of the Native owners, and for purposes of cultivation and farming.
  - (b.) As communal lands for the purposes of the Native owners as a body, tribe, or village.
  - (c.) For future occupation by the descendants or successors of the Native owners, and how such land can in the meantime be properly and profitably used.
  - (d.) For settlement by other Natives than the Native owners, and on what terms and conditions, and by what modes of disposition.

(e.) For settlement by Europeans, on what terms and conditions, by what modes of disposition, in what areas, and with what safeguards to prevent the subsequent aggregation of such areas in European hands.

And further to report as to—

4. How the existing institutions established amongst Natives and the existing systems of dealing with Native lands can best be utilised or adapted for the purposes aforesaid, and to what extent or in what manner they should be modified.

And you are hereby enjoined to make such suggestions and recommendations as you may consider desirable or necessary with respect to the foregoing matters, and generally with respect to the necessity of legislation in the premises.

And, with the like advice and consent, I do further appoint you, the said

Sir ROBERT STOUT,

to be Chairman of the said Commission.

And for the better enabling you, the said Commission, to carry these presents into effect you are hereby authorised and empowered to make and conduct any inquiry under these presents at such times and places in the said colony as you deem expedient, with power to adjourn from time to time and from place to place as you think fit, and to call before you and examine on oath or otherwise, as may be allowed by law, such person or persons as you think capable of affording you information in the premises; and you are also hereby empowered to call for and examine all such books, documents, papers, plans, maps, or records as you deem likely to afford you the fullest information on the subject-matter of this inquiry, and to inquire of and concerning the premises by all lawful ways and means whatsoever. And, using all diligence, you are required to transmit to me, under your hands and seals, your reports and recommendations from time to time after the inquiries aforesaid have been made in respect of any considerable blocks or areas of Native land; and to transmit to me your first report not later than the fifteenth day of July, one thousand nine hundred and seven, or such extended date as may hereafter be named by me in that behalf, and your final report not later than the first day of January, one thousand nine hundred and nine, or such extended date as may hereafter be named by me. And you are directed to so frame your reports as to facilitate prompt action being taken thereon, and in particular to furnish in such reports such detail as to the lands available for European settlement as will enable Parliament, if it deem fit, to give immediate legislative effect to such parts of your reports. And it is hereby declared that these presents shall continue in full force and virtue although the inquiry may not be regularly continued from time to time or from place to place by adjournment. And, lastly, it is hereby further declared that these presents are issued under and subject to the provisions of "The Commissioners Act, 1903," and "The Commissioners Act Amendment Act, 1905."

Given under the hand of His Excellency the Right Honourable William Lee, Baron Plunket, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George. Knight Commander of the Royal (L.S.) Victorian Order. Governor and Commander-in-Chief in and over His Majesty's Colony of New Zealand and its Dependencies; and issued under the Seal of the said Colony, at the Government House, at Wellington, this twenty-first day of January, in the year of our Lord one thousand nine hundred and seven,

J. G. WARD.

Approved in Council.

J. F. ANDREWS,  
Acting Clerk of the Executive Council.

## INTERIM REPORT.

Judge's Chambers, Wellington, 20th March, 1907.

SIR,—

We have the honour to enclose an interim report of the Native Land Commission for presentation to His Excellency the Governor.

We have, &c.,  
ROBERT STOUT.  
A. T. NGATA.

The Hon. the Acting-Premier, Wellington.

YOUR EXCELLENCY,—

Wellington, 19th March, 1907.

We have the honour to state that we have undertaken the burden of the Commission you were pleased to issue to us on the 21st day of January, 1907, in regard to Native lands.

We have investigated several blocks of land, and we propose to make an interim report regarding some of them. We make this interim report for many reasons. First, regarding some of the blocks, which may be called the Waimarama Estate, there are lessees in possession and negotiations have proceeded for a new lease, and it is of importance for the intending lessee to know what our conclusions are. Litigation is also in progress, and it is in the interests of the Natives that our views should be expressed. Second, regarding some of the other blocks, at Mohaka, Wairoa, Nuhaka, &c., the Maori occupants of the blocks are exceedingly desirous to know how they may proceed with their farming operations. We have no power, as Your Excellency is aware, to do more than recommend what, in our opinion, should be done with these and other blocks. We would also most respectfully beg to state that we intend to refer in our general report to the history of some of these blocks and of the transactions concerning them. We think that when that history is stated it will appear plain that the mode of dealing with Native lands in the past has not been beneficial to the Natives, nor to the Europeans desiring to obtain land for settlement, nor to the State.

### THE WAIMARAMA ESTATE.

This estate includes three separate blocks, known as Waimarama, Waipuka, and Okaihau, of a total area of about 35,000 acres. About 33,000 acres of these blocks were leased by the Native owners to Messrs. Meinertzhagen and Moore on the 18th May, 1886, for twenty-one years. The rental was to be for the three blocks £1,500 per annum from the 19th May, 1886, to the 1st September, 1889, and thereafter £1,800 per annum till the end of the lease on the 19th May, 1907. On the 10th February, 1887, a sublease was granted by the lessees to Mrs. Arini Donnelly and her husband, Mr. George Prior Donnelly, of about—we are giving round numbers—15,000 acres, the rent of which was to be £1,000 a year from the 1st September, 1889. Mrs. Donnelly was a considerable owner of land in the Waimarama Estate, and it is admitted that she, or she and her husband, received £10,000 for their aid in the obtaining by Messrs. Meinertzhagen and Moore of the lease from the Native owners. This money was not, it has been said by her counsel, received as trust money, but was, it is contended, a payment for the services rendered by the Donnellys in obtaining the lease. It seems to have been also part of the bargain that the sublease mentioned was to be granted. Ten thousand pounds in cash meant that Messrs. Meinertzhagen and Moore would pay for the lease of the portion they retained (about 18,000 acres—we again quote round numbers) an additional annual rent of £779 if the calculation is made on a 5-per-cent. basis, and £850 if made on a

6-per-cent. basis. We must assume, as the land subleased was at least equal in quality to the part retained by the lessees, that the rent of the sublease should at all events have been increased by as much as the rent of the part retained was increased by the payment of this sum of £10,000. That would mean, in round numbers, an increased rental of about £650 on a 5-per-cent. basis, and £708 on a 6-per-cent. basis. The loss to the Natives of a rental of £1,429 or of £1,558 per year for twenty-one years would, on a 5-per-cent. basis, mean a loss of £51,000-odd, or on a 6-per-cent. basis £62,000-odd. Mrs. Donnelly owned, in 1891, 5,913 acres; and, taking the area of the estate as 33,000 acres, the other Natives have lost on a 5-per-cent. basis about £41,000, and on a 6-per-cent. basis £50,000. It is not surprising that the Parliament in 1886 put an end to the Natives dealing with their land save through a committee of owners and a Commissioner, and then only under the provisions of "The Land Act, 1885." Under "The Native Land Administration Act, 1886," such a transaction would have been impossible. Unfortunately, as we think, these beneficent provisions of the 1886 statute were repealed, and since then and even up to the present time Europeans who become lessees of Native land have often to pay large sums in order to obtain their leases, and as a consequence the Natives do not always obtain the best tenants or the best rents.

In 1901 Mrs. Donnelly had several partnership deeds prepared. These were signed by many of the Native owners. We refer to the provisions of the deeds, as counsel on behalf of Mrs. Donnelly "confidently appealed to the Commission to report whether the terms of the partnership are not in every essential fair and just." We doubt if it would have been necessary, but for this appeal, for us to have referred to the partnership deeds, as in our opinion they are unenforceable on various grounds—(1.) An agreement for a partnership *in futuro* is not enforceable by specific performance where there has been no part performance (see *Scott v. Rayment*, L.R. 7 Eq. 112). (2.) As many of those who have agreed to become partners have disabled themselves from carrying out the partnership agreement by selling part of their lands to the Crown, it would be impossible to compel the others to remain as partners with only part of the partnership capital brought in. It is unnecessary to set forth all the terms of the deed, but there are some that require consideration—(1) The term was to be for fourteen years; (2) every one of the partners was to remain owner of his or her land, and receive a share of the profits on that basis; (3) Mrs. Donnelly was to advance money sufficient to buy stock, and was to obtain 5 per cent. interest for the money so advanced. The sheep and stock provided by Mrs. Donnelly were to be deemed to be valued at—each sheep 15s., each head of cattle £5, and each horse £20. Any purebred stock for breeding purposes was to remain Mrs. Donnelly's own property. There was nothing in these terms to complain of. Mrs. Donnelly was, however, to be the controller of the partnership stock, and of all partnership affairs, and, to quote the agreement, "shall have sole and exclusive control of all the affairs of the partnership, but shall confer with and consult the members of any committee, not exceeding two in number, whom the partnership may elect for that purpose. She may from time to time appoint all necessary managers, shepherds, shearers, agents, accountants, and other employees, but the special manager appointed under these presents shall not be dismissed without the consent of all the partners." The special manager to be appointed was to be appointed by Mrs. Donnelly, and he was to have "full power to deal with and sell the partnership stock and shall not be removed or removable except with the consent of all the partners." "The remuneration of such special manager may be either a fixed salary or a sum varying annually with the profits to be derived from the partnership effects." The special manager might be her husband, provided he could not be appointed without the consent of the committee. The committee were two of Mrs. Donnelly's relatives—Te Teira Teakitai and Iraia Karauria. If Te Teira Teakitai died, Horiana Teakitai was to take his place, and if Horiana died, Morehu Turoa was to take her place. Similarly, if Iraia Karauria died, Maraea Aorangi should take his place, and if Maraea Aorangi died, Pani Karauria should take her place. It will be seen from this short reference to the terms of the deed that this is not a usual partnership. We are not aware of partnerships in which one of the partners is the sole arbiter of the partnership destinies. Mrs. Donnelly could manage as she pleased. It is true she had to consult the committee, but she

was not bound to pay any attention to their advice. Practically the sole management of the partnership would vest in her hands, and if her husband was appointed special manager, he could not be dismissed by the partnership unless every member of the partnership agreed. It is unnecessary to say that partnerships with such clauses are, so far as we are aware, unknown.

As the lease expires on the 19th May this year, steps were taken by Miss Meinertzhagen, one of the daughters of one of the original lessees, to obtain a lease of the block from the owners. There were several leases prepared. A large proportion of owners have signed the leases, and several have signed the leases who have also signed the partnership deeds. It is stated that some of them signed the leases in order to get rid of the partnership. Some of these now repudiate the lease, and some have sold to the Crown. The rent under the leases was a rent of 5s. per acre. The rent under the old leases was only about £1,800 for about 34,000 acres. The rent, therefore, was a very large increase. It has been stated in evidence by Miss Meinertzhagen that she had a conversation with Mr. Donnelly about the rent, and that the highest figure he named as a proper rent was 4s. 6d. per acre. This evidence has not been contradicted. At the time these leases were signed the valuation of the land, according to the valuation roll, was not equal to but less than an average of £5 per acre. The leases, therefore, at the time of their execution were not at an unfair rent if the valuation of the land on the valuation roll was correct, and if Mr. Donnelly's estimate was correct. We may say that Mr. Donnelly is reputed to be one of the ablest sheep-farmers in Hawke's Bay, and no one therefore was more competent than he to state what a fair rent would be. We cannot assume that he would have stated to Miss Meinertzhagen that a rent of 4s. 6d. was a maximum rent if he had thought that it was not a fair rent.

A contest arose between Miss Meinertzhagen on the one hand and Mr. and Mrs. Donnelly on the other. Miss Meinertzhagen strove to get the land leased, while Mrs. Donnelly wished the agreement for a partnership before referred to carried out. To show how determinedly the struggle has been carried out, we may refer to the fact that Mrs. Donnelly and her party have asked that the value of the land should be raised to £9 per acre, and they called evidence before us to show that that was a fair value. No doubt if such a value was fixed, few, if any, reputable tenants would lease it at the rate of 5 per cent. on such a value, and the Native owners might be compelled to accept the proffered partnership or allow the land to lie idle.

Applications were made for partition, and the Court has ordered a partition. So far as the judgment of the Court is concerned, it has only been attacked on two grounds—one in reference to one of the Okaihau Blocks, which does not seem to us of much importance, and the other as to the creation of what is known as a papakainga or reserve named Paparewa, on the eastern side of the Waimarama Block proper. That matter is under appeal, and though we have no jurisdiction to decide on the Maoris' appeal, yet we feel it our duty to state what in our view ought to have been done in reference to this Paparewa Reserve.

Since this contest between Miss Meinertzhagen and Mr. and Mrs. Donnelly has commenced, the Government has purchased considerable areas in the different blocks, and they have purchased them at the price of £7 per acre, which was the valuation put on the land by the District Valuer, who was examined before us. In our opinion the evidence given before us showed that that was an extreme value.

The questions that we have to consider are—(1.) Ought Miss Meinertzhagen to have a lease of the blocks or any portions of them? (2.) How ought Paparewa Reserve to be dealt with? (3.) How ought the estate generally to be dealt with? We are proceeding in this interim report to deal with these three questions, reserving for our general report any recommendations on the question of the general management of Native lands which the transactions in this block may invite.

#### (1.) *As to the Leases.*

In our opinion the intention of the Legislature in passing the Maori administration statutes was not to allow lessees of Native lands to obtain large blocks to the exclusion of others, and in our opinion for purely pastoral lands it was intended that no lease should be for a greater area than 5,000 acres, unless under very special circumstances. Secondly, we think that it was the intention of the Legislature that

no person should be allowed to hold more than one lease, though this intention is doubtfully expressed. If persons were allowed to hold more than one lease of Native lands, the object of the statute in fixing limitations would, in our opinion, be defeated. We cannot therefore recommend that the leases issued to Miss Meinertzhagen should be given effect to. We think, however, that, seeing she has obtained the consent of so many Natives to a lease of a large area of the block, and has paid large sums of money in advance for rents, and that many of the owners are anxious she should have leases, it would be only just and fair that she should be allowed to obtain a lease of one block, and the owners of the block called No. 3A No. 6, as altered by us in the sketch plan, are all favourable to Miss Meinertzhagen obtaining a lease. We will deal with the rents and conditions of the leases later.

(2.) *As to the Paparewa Reserve.*

We have endeavoured to find some reason in the evidence, in the judgment of the Court, or in the argument of counsel, why the Judge should have made this reserve of Paparewa, and awarded it to the persons to whom it was awarded, and we regret to say that we can find no reason for such a judgment.

The following facts have to be kept in mind: (1.) It is admitted by counsel for Mrs. Donnelly that the judgment is wrong, in so far, at all events, as the exclusion of Maraea Aorangi as an owner in the Paparewa is concerned. (2.) This Paparewa Reserve has always been used in connection with the lease held by Messrs. Meinertzhagen and Moore of the south-eastern portion of the blocks. (3.) It contains the dwellinghouse of the station, the woolshed, sheep-paddocks, dip, &c. (4.) The leasehold held by Mrs. Donnelly under the sublease had station-buildings, woolshed, &c., &c., on another block of land. (5.) The land awarded to Mrs. Donnelly and her relatives by the Partition Court contains much level land. (6.) There is little level land suitable for station-buildings, woolshed, &c., on the land awarded to the owners of Block No. 3A No. 6. (7.) It would be most injurious to the value of the block if the station-buildings, woolshed, sheep-yards, &c., were cut off and made a papakainga, and awarded to other owners as the Court has done. (8.) There could be no sentimental question involved in the setting-aside of this reserve, as (a) the land had been in the occupation of Europeans for a great number of years; (b) Mrs. Donnelly had provisionally agreed to a division which would have excluded her as an owner from any part of this reserve.

If the Court meant to prohibit the owners of the block from leasing their land to advantage as a sheep farm, no better steps could have been taken than to have made this reserve a papakainga and granted it to the owners named. It has been said that this reserve is valuable because it may become suitable for a township-site at some future time. We have examined the land, and we doubt if it would be a proper site for a township in the locality. Where the present Native township seems to us far more suitable in every way. Most of the land in Paparewa is of small value, being sandy flats and not suitable for building purposes. The only parts suitable for building purposes are those on which the station-house and garden are, and part of the sloping hill above the sheep-paddocks.

We recommend that this reserve should be dealt with as follows: (1.) That all the reserve on which the station-buildings, woolshed, and sheep-paddocks are should be given to Erena Karauria, Morehu Turoa, and Maraea Aorangi in the following proportions: Morehu Turoa, 178 acres 2 roods; Erena Karauria, 47 acres; and Maraea Aorangi, 94 acres 2 roods. (2.) That the part marked with a red line on the plan, consisting of 124 acres, should be given to Arini Tonore, Iraia Karauria, Pani Karauria, and Tu Tiakitai in the following proportions, viz.: Arini Tonore, 69 acres 2 roods; Tu Tiakitai, 27 acres 3 roods; and Iraia Karauria and Pani Karauria, 13 acres  $1\frac{1}{2}$  roods each. (3.) That to make up to the last-mentioned owners their area for the loss of Paparewa, the piece of land marked "A" should be given in exchange. This will increase the holdings of the owners in No. 3A No. 5 by the area lost in the Paparewa—that is, by 172 acres 3 roods, as follows: (1) Arini Tonore, by 97 acres 1 rood; (2) Iraia Karauria, by 17 acres  $1\frac{1}{2}$  roods; (3) Pani Karauria, by 17 acres  $1\frac{1}{2}$  roods; (4) Tu Tiakitai, by 40 acres 3 roods—in all, 172 acres 3 roods: making the areas in No. 3A No. 5 increased to the following: (1) Arini Tonore, 3,458 acres 1 rood  $13\frac{1}{2}$  perches; (2) Iraia Karauria, 421 acres

2 roods  $3\frac{1}{2}$  perches; (3) Pani Karauria, 626 acres 2 roods  $3\frac{1}{2}$  perches; (4) Tu Tiaki-tai, 1,412 acres and  $13\frac{1}{2}$  perches. The area in No. 3A No. 6 will have to be lessened by the 172 acres 3 roods added to No. 3A No. 5, and the areas taken off the three owners, Morehu Turoa, Erena Karauria, and Maraea Aorangi, as follows: The area of Morehu Turoa will be reduced by 62 acres; that of Erena Karauria by 16 acres 1 rood; and that of Maraea Aorangi by 94 acres 2 roods: making their interests in No. 3 No. 6 as follows: Morehu Turoa, 2,200 acres 2 roods  $8\frac{1}{2}$  perches; Erena Karauria, 572 acres 1 rood  $13\frac{1}{2}$  perches; and Maraea Aorangi, 1,081 acres 3 roods  $13\frac{1}{2}$  perches. The land granted out of 3A No. 6 is far more valuable land than Paparewa for pastoral purposes; and the part given to Mrs. Donnelly and her co-owners in Paparewa is the most suitable part for building purposes.

(3.) *As to the Disposal of the Balance of the Estate.*

The Government have purchased, according to the returns furnished to us, in all 5,414 acres 1 rood 14 perches. We think the Government should acquire for the purpose of European settlement the following blocks, namely: Waimarama 3A No. 4, No. 3A No. 3, No. 3B. Interests in some of them have been acquired. If it cannot acquire them without legislation, then legislative authority should be asked for. Regarding the Okaihau and Waipuka Blocks, the Government have purchased several interests in these blocks. There are some of the owners who have no land left to maintain themselves or their families if they sell their interests in these blocks, and we therefore recommend that the Government should cease purchasing in these blocks until we have had an opportunity of finding out—(1) what land is left to the owners; (2) what area of land suitable for settlement such owners have; (3) whether the owners could profitably utilise their lands.

The two largest owners in No. 3A No. 6—viz., Morehu Turoa and Maraea Aorangi—wish to get land for sheep-farming if the lease to Miss Meinertzhagen is not carried out. We recommend that the balance of this block be leased to them. There are 6,317 acres 2 roods  $26\frac{1}{2}$  perches in the block, adding 172 acres 3 roods to No. 3A No. 5. Of this area Miss Meinertzhagen would, we recommend, receive 4,680 acres. The balance would be 1,637 acres, and Morehu Turoa might have 1,000 acres and Maraea Aorangi 637 acres 2 roods  $26\frac{1}{2}$  perches on the same terms as Miss Meinertzhagen—the division-line to be agreed on between them or fixed by us.

The only question that we have left over is what ought to be the terms and conditions of Miss Meinertzhagen's lease. In our opinion, the lease should be of 5,000 acres for twenty-one years, Miss Meinertzhagen paying the usual rates and taxes. (2.) That, as to the 320 acres on which the woolshed and sheep-yards are, they should be allowed to be used by Morehu Turoa or her tenants of Block No. 3A No. 6, by Maraea Aorangi and her tenants of the same block, and by Erena Karauria and her tenants of the same block for sheep purposes in the proper season and at the proper times; that Miss Meinertzhagen should keep the fences and sheds, wool-yards, &c., &c., in proper repair and condition. If there ever arose any dispute as to the use by these parties of the dip, &c., the Maori Land Board could adjudicate. (3.) As to the rent, the law has laid down a rule which we do not feel warranted in departing from—namely, that it must be 5 per cent. on the capital value. In our general report we propose to submit for consideration whether the present modes of leasing Native lands should be continued. From the evidence given before us we have no hesitation in saying that we consider £7 an extreme value for such land. It may be that in the midst of what is termed a land "boom" the land might fetch more on sale, but we doubt if any prudent lessee would undertake to give more than 7s. per acre for such land, seeing that there is no provision for payment for improvements. We therefore, because of the rule laid down by the statute, think that the extreme rent of 7s. per acre should be imposed. We consider, however, that it is an extreme rent, and we are very doubtful if it would be profitable at that rent unless present prices or prices near to them for wool and stock are maintained. Miss Meinertzhagen would therefore be entitled to pay £1,638 for 4,680 acres. As to the sheep-paddocks and site of woolshed, &c., amounting to 320 acres, as she has only a partial use of that land, and has to maintain buildings and fences thereon, we think that she ought only to pay half-rent for that area—namely, 3s. 6d. per acre. This will make her total rent £1,689. In order that it may clearly appear that we

have fixed an extreme rental, we may add that at a rent of £800 and the annual value of the £10,000 for twenty-one years at £6 per cent. (£850), and the forgiveness of debts due by several of the Native owners amounting to over £5,000, the actual cost to Messrs. Meinertzhagen and Moore of the leasehold of over 18,000 acres was about £2,200 per year. The unchallenged accounts show that during the last thirteen years the lessees made a profit only in the last three years. During the whole twenty-one years of the lease there were eleven years in which the estate was worked at a loss, and it was the profits in 1904, 1905, and 1906 that enabled the losses made to be recouped and a profit returned. The net profit, without including any charge for risk or personal supervision or management, was, if spread over the twenty-one years, at the rate of £2,092 per annum. We are not aware whether such a profit is considered extravagant for the risk of an investment of from £15,000 to £31,000 of capital, and for personal supervision. We have not had before us the returns of sheep-farming in the colony.

We may, however, point out that if the rent had been at the rate we recommend it would have been at about 4s. 6d. more per acre than was paid, and allowed for the payment of the £10,000, and the forgiveness of debts of over £5,000. Or, to put it another way, the total profits for twenty-one years means 2s. 3d. per acer per annum on 18,487 acres. If the rent, &c., had been at our rate, instead of a profit there would have been a loss of about £40,000.

Counsel for Mrs. Donnelly and party have said that a fortune has been made by the lessees out of their lease. It is not necessary for us to point out that were such the case that would not influence us in coming to a conclusion as to what should be the proper terms and conditions of a lease now of the Waimarama Estate or any part of it. We cannot believe that counsel made the statement with any such object. If such considerations were to influence us, the counsel on the other side might with much force have pointed out that Mrs. Donnelly and Mr. Donnelly must have made a vast fortune out of the part subleased to them for the rental of £1,000, after deducting the annual value of £10,000 for twenty-one years at 6 per cent. (£880), leaving a rental of only £150, or about 2½d. per acre for land that it is said carried two sheep to the acre.

We must assume that the statement was made to draw our attention to the fact that large profits were made by lessees of Native lands under the system that existed in the past of leasing Native lands. And the fact that such a statement has been made by counsel for a Native chieftainess no doubt raises the question whether, in order that the mistakes and wrongs, if such existed in the past, may not recur, it is not our duty to inquire and report on the profits made by all holders of Native lands in Hawke's Bay and other districts. We have no doubt that if we consider that we are bound by the terms of our Commission, and if time permits, to make such an inquiry, we will be assisted by those who have held or are holding Native land on leases as we have been by the production of Messrs. Meinertzhagen and Moore's statement of accounts.

The consideration of many questions that this case raises we must defer till we send in our general report.

#### *Re* POUKAWA NATIVE RESERVE AND ADJOINING LANDS.

The Poukawa Block originally contained 3,680 acres, belonging to sixty-one owners. It has been subdivided, and the reserve proper now contains about 1,260 acres of swamp land. This reserve includes a portion of the Lake of Poukawa. There is a considerable area round the lake of swamp land covered with raupo. A proposal has been made to drain this swamp, and we forward herewith the report of the engineer, Mr. C. E. Kennedy, on the drainage proposal. It will be seen that the lake consists of 640 acres, and the surrounding raupo land contains an area of 2,417 acres—in all, an area of 3,057 acres. The drainage proposal would limit the area of the lake to 200 acres. Possibly in time of flood the area would be 200 acres more—in all, 400 acres. There seems to be no engineering difficulty in the way of giving effect to the proposal, and this without any injury to any neighbouring property. The gain to the owners of the wet land would be very considerable. The engineer estimates that the increased value of the land would be £28,090, and he estimates the cost at £6,000. The Government have interests in two of the blocks



of land which contain part of the wet raupo land, and it would be in the interests of the Government, as well as of the other owners of the swamp land, were the drainage scheme given effect to. There are 386 acres in the drainage-area belonging to Europeans on freehold tenure.

We met the Natives interested, and they agreed to the following proposals: (1.) That Mr. Kennedy's scheme should be carried out. (2.) That the Government should carry it out. (3.) That the Government should be entitled to charge for the actual cost, interest on the money paid from time to time for the cost, and a fair charge for supervision. (We understand that, allowing for all these payments and the actual cost, the sum to be charged would not exceed £7,000.) (4.) This sum to be charged proportionately on all the land benefited. (The estimate of liability on the Poukawa Reserve is about £2,000.) (5.) The Natives agree to pay in land to the Government for their share of the cost for their lands improved. (6.) There are some Natives who have little or no land beyond the interests they hold in this block. To give one illustration—one family has 98½ acres in the reserve, and only about 9 acres outside. These 98½ acres are divided into three portions. As to one portion, it is owned by two persons, another portion is owned by six of a family, and some of the members of this family have children and grandchildren. Some of them have no other land. If any land was taken from them in payment of the cost of reclamation or drainage, it is obvious that they would be left almost landless, and we would therefore suggest that in all cases where the Natives interested have no other sufficient land for their support they should be allowed to pay in money their share of the cost, and that no land should be asked for from them. There are some owners who have plenty of land in other blocks, and they are willing that their payment should be made in land to the Government.

We recommend that the Government should take control of the land now vested in the Public Trustee, taking power by special Act to carry out the drainage scheme, the cost to be apportioned in the way we have suggested. When the land is reclaimed, the part belonging to the Natives should be partitioned, and the Maoris able to farm should be placed in possession of farms, and those not able to act as farmers should have their land leased to other Natives who could farm.

The scheme, if given effect to, will be of great advantage to the district, to the Natives interested, and to the Government as owners in Pukekura East and Pukekura West. If this land was reclaimed it would form a very fine dairy settlement, and the gain to Hawke's Bay and the surrounding districts would be very considerable.

The Native owners ask, and we think properly ask, that such land as may be considered necessary to pay for their share of the cost should be sold by public auction after due advertisement. We have no doubt that there would be eager inquiry for this class of dairying land.

#### *Re* BLOCKS AT MOHAKA, WAIROA, AND NUHAKA.

We propose to forward an interim report on these blocks in a day or two.

We have, &c.,

ROBERT STOUT,  
A. T. NGATA,  
Commissioners.

To His Excellency the Governor of the Colony of New Zealand.

Napier, New Zealand, 16th September, 1904.

SIR,—

#### *Poukawa Native Reserve.*

Following the instructions contained in your letter of 16th May, and in accordance with section 4 of "The Poukawa Native Reserve Act, 1903," I have the honour to report as follows:—

The lake and surrounding swamp lands known as "Poukawa" are situated about thirty miles south of Napier, the railway between that place and Wellington traversing the western side of the swamp between the Te Hauke stopping-place and the Te Aute Station.

*General Description.*—The total area of clear water, ranging in depth from 1 ft. to 12 ft. is 640 acres, and of the surrounding wet raupo land 2,417 acres—in all, about 3,057 acres. The soil is excellent, and

when drained will be first-class land. Of the 3,057 acres, 1,288 acres are portion of the Poukawa Native Reserve, the remainder forming parts of thirteen blocks of land belonging principally to Native owners as set out, with the respective areas, in the schedule on plan numbered 1.

The lake is near the head of and feeds the Poukawa Stream with an approximately ordinary discharge of 800 cubic feet per minute, which is increased to about double that quantity when joining the Awanui Stream near Pakipaki, some seven miles below. The watershed of the lake is 19,000 acres, and in times of heavy rain supplies more than can at present be taken away, owing to there being a mile of raupo swamp between the lake and the creek proper, through which the outlet is much obstructed, consequently the lake-level varies considerably in time of flood and drought.

Leaving the edge of the raupo, the creek for three-quarters of a mile has a fall of  $10\frac{1}{2}$  ft., and is confined between sharply rising ground; for the next three-quarters of a mile the fall is less and the course sinuous; thence to the Heretaunga Plains the stream follows raupo swamps of a varying width confined by the hill-slopes. Leaving the hill country, the stream originally emptied into a large area of swamp land, eventually finding its way into the Awanui Stream below the Pakipaki Railway-station. This land has since been drained, and the creek led into the Awanui Stream above the railway-station. The drains are not large enough, and have been constructed without regard to the necessity of saving distance, the present course being much longer than that originally followed, but now blocked.

*Proposals.*—Commencing in the creek 110 chains distant from its junction with the raupo swamp, I propose to excavate a drain 12 ft., decreasing to 10 ft. wide on the bottom, having side slopes according to the nature of the ground, ascending at the rate of 4 ft. per mile, and following the present creek-bed where it is practicable and fairly direct. The bottom of this drain will be 13 ft. below present water-level at the junction. From there the rise will be at the rate of 3 ft. per mile, which will bring the bottom of the drain to 1 ft. below the surface, where there is now 10 ft. of water. The straightening and deepening of the creek necessitates the construction of a small bridge, three miles fencing, and interference with freehold lands, all of which matters are allowed for in the estimate below. Ten water-courses find their way into the swamp. When the water is lowered these must be conveyed to the reduced lake by drains, four miles of new drain and three miles and a half of drains and watercourses requiring to be improved and deepened.

*Pukahu Settlers.*—Mr. Hugh Campbell, on behalf of the settlers at Pukahu, is much concerned at the prospect of the low-lying country between Pukahu and Pakipaki being flooded owing to the rapidity with which the rainfall will be conveyed to the lower levels when the level of the lake is reduced. The proposals contained herein when carried out will not entirely drain the lake. The area of water left will be about 200 acres, which will probably increase to 400 acres during heavy continued rain, as the proposed outlet will not be capable of taking the water in such times without a rise of several feet. That the volume will be increased, and the discharge quicker to some extent, and that overflows may occur I admit, but the scheme adopted in draining the Pakipaki Swamp (before referred to) is greatly at fault, and on the present lines should never have been carried out. To prevent the possibility of any damage being caused, the old course of the Poukawa Stream near Pakipaki should be again opened up, shortening the present course by 85 chains in a total distance of 160 chains, the material excavated from the old creek-bed to be used for raising the present banks to an even gradient. If this is done, and the Awanui Creek improved at a few points below the junction, all reasons for objections on the grounds stated will be obviated.

*Cost of Works.*—The total estimated cost of the proposed works is as follows:—

	£	s.	d.
110 chains main drain—			
24,872 yards, at 1s. 6d. .. .. .	1,865	4	0
5,200 yards, at 1s. .. .. .	260	0	0
Road bridge .. .. .	100	0	0
3 miles fencing .. .. .	200	0	0
Compensation for land to be acquired .. .. .	300	0	0
100 chains of main drain through raupo swamp, at £12 10s. per chain ..	1,250	0	0
4 miles construction subsidiary drains, at £2 per chain .. .. .	640	0	0
$3\frac{1}{2}$ miles improvement subsidiary drains, at £1 per chain .. .. .	280	0	0
Clearing old watercourse of Poukawa Stream near Pakipaki, constructing embankments, clearing and widening drains, fencing, and removing and re-erecting present fence .. .. .	500	0	0
Or, in the alternative, constructing new channel along direct line, fencing, &c.; improving the Awanui Stream for 1 mile below junction .. .. .	150	0	0
Contingencies .. .. .	455	0	0
	£6,000	0	0

*Maintenance.*—The prospective liability for maintenance: The carrying-out of the works will probably extend over three seasons—the first summer in deepening the creek as far as the junction with the swamp and fencing and other work incidental thereto, also straightening the course of the Poukawa Stream near Pakipaki; the second summer in continuing the level of the deepened creek into the lake and in partially making the subsidiary drains; and the third summer in completing these drains and remaking that portion of the main drain originally constructed through swamp land.

Provision will be made in carrying out the work to insure a gradual lowering of the lake.

I estimate the amount required for maintenance, commencing on the completion of the whole work, will be £100 per annum, which amount should be borne by the owners of the various lands beneficially interested proportionately.

*Probable Damage.*—If provision is made in carrying out the work for insuring a gradual lowering of the lake, and the Poukawa Stream near Pakipaki is restored as recommended, no owner of land will, in my opinion, suffer through the carrying-out of these works. A small area of land will be taken from Messrs. Douglas Bros. and Mr. Hugh Campbell to allow the straightening of the creek and for the reception of excavated material, but for this a money compensation is provided in the estimate.

The lake and swamp at present yield no return (save ducks and eels), but will be converted by drainage into first-class alluvial land worth £20 an acre. This value will not be attained for some years, as it will take time for the land to settle and become fit for cultivation.

*Benefit to Landowners.*—In the following schedule of the enhanced value of lands I have taken £10 an acre, that being, in my opinion, a proper estimate for the immediate benefit which will be derived on the completion of the drainage-works herein recommended :—

<i>Schedule showing Increased Value of Lands.</i>				£	£
Poukawa Native Reserve	..	..	..	880 acres, at 10	8,800
”	..	..	..	120 ”	600
Koparakore No. 1	..	..	..	178 ”	1,780
Taerere Block	..	..	..	95 ”	950
Puketiti Block	..	..	..	135 ”	1,350
Ngawahakatahona No. 1	..	..	..	175 ”	1,750
” No. 2	..	..	..	71 ”	710
Pukekura East	..	..	..	378 ”	3,780
” West	..	..	..	795 ”	7,950
Pukerowhitu	..	..	..	42 ”	420
					28,090

The following plans are forwarded herewith :—

No. 1 : General plan showing lake, creek, and outfall.

No. 2 : Section and plan of main drain.

No. 3 : Section and plan of creek-improvements near Pakipaki.

The Public Trustee, Wellington.

Yours, &c.,

D. KENNEDY, C.E

SIR,—

Wanganui, 23rd March, 1907.

We have the honour to forward a further interim report on Native lands for presentation to His Excellency the Governor.

We have, &c.,

ROBERT STOUT.

A. T. NGATA.

The Hon. the Acting-Premier, Wellington.

MAY IT PLEASE YOUR EXCELLENCY,—

Wanganui, 22nd March, 1907.

We have the honour to present an interim report on the following blocks of Native land situated in the Tairāwhiti Māori Land District, in the Wairoa County : Mohaka 1 and 2, 24,255 acres ; Whareraurakau, 3,310 acres ; Tutaekuri No. 1, 12,552 acres ; Tutuotekaha 1B, 2 and 4, 6,086 acres ; Nuhaka 2A No. 4, 2B No. 2, 2C No. 2, 2D No. 2, 2E No. 3, 2F No. 2, 15,500 acres 3 roods 23 perches : total, 61,703 acres 3 roods 23 perches.

We investigated the Mohaka and Whareraurakau Blocks at Mohaka on the 6th and 7th days of March, 1907 ; Tutaekuri and Tutuotekaha Blocks at Wairoa on the 8th and 9th ; and Nuhaka Block at Nuhaka on the 11th day of the same month. A short sitting was held at Gisborne on the 13th to complete the inquiry into Tutuotekaha.

There are features common to all these blocks which we propose to discuss at length in a general report to be presented later, but which may be touched upon briefly here as showing the grounds for the specific recommendations we make in regard to these lands. Broadly speaking, the majority of the Native owners have only small interests in other lands. The blocks under review are occupied in a manner by some of the Native owners, who graze sheep and cattle thereon, and have made small improvements. The protracted and costly litigation in relation to and the successive partitions of the Mohaka, Tutaekuri, and Nuhaka Blocks are evidence of the strong desire of the owners to have their individual interests ascertained and

allocated, so as to make their occupation effective. The absolute impossibility of allocating the interest of each owner is evident when the following facts are realised.

In Mohaka and Whareraurakau there are, roughly, two hundred individual owners. The interests vary from 15 to 800 acres. The land being of uneven quality, partitions were made on the principle of giving each owner or family a portion of first-class with a proportion of second- or third-class land—the scheme necessitating the severance of parcels, several miles intervening between a parcel of first-class land held by a family and their holding of second-class land. Already, as the result of thirty-five years' litigation, the Mohaka Block has been partitioned into fifty-five subdivisions, the cost of surveying which and of laying off roads will, we estimate, on an ordinary scale of charges, absorb five or six years' rent. A continuance of the process on the same lines would result in the purchase two or three times over of the freehold of their lands by the present descendants of the aboriginal owners. In Tutaekuri there are about one hundred individual owners, in some subdivisions of Tutuotekaha two hundred and eighty, in Nuhaka over four hundred. In the last-named block subdivision became a mania with the Native owners. One block (2c No. 2) of 1,200 acres, all sand-hills, has been cut up into twenty sections. The land is almost valueless. The purpose of subdivision has been defeated by the inclusion of members of the same family or hapu in half a dozen different subdivisions scattered all over the block.

The Maori owners appear to us to have an honest desire to utilise their lands properly, and are willing to conform to any reasonable scheme insuring to them fair working titles. We found the bulk of these lands eminently suitable for Maori farms, and believe that with a little care in the selection of Maori tenants, who, in the majority of cases, would themselves be owners, and with assistance, the Maori owners can occupy these large areas with profit to themselves and to the State. We summarise the wishes of the Maori owners as follows:—

(1.) To lease to some of themselves, the majority of the lessees being heads of families or large owners, or connected by marriage with some of the owners. Some of these required the addition by leases of the interests of some of the other owners to make up holdings of fair areas ranging from 150 to 1,200 acres.

(2.) In some cases where the interest of a small family was ascertained and allocated, the members of the family asked that they retain for their use and occupation as farms such areas.

(3.) In a few cases the owners desired their interests to be leased to the highest bidder.

(4.) Small areas to be reserved as papakaingas for residence and cultivations, or to enclose existing kaingas.

It may be noted that many of those proposed as lessees are already in occupation of the lands they desire to farm.

The specific proposals made by the owners of these blocks, so far as we approve of them, are embodied in schedules hereto attached. We may modify them if the report of the surveyors shows that modification is required. Legislation is necessary to carry them into effect. Meantime, it is desirable to complete the orders made by the Native Land Court by proper surveys, further subdivisions in some cases being necessary in order to carry out the proposals for leasing or farming. We therefore recommend that a staff of surveyors should as soon as possible be detailed for this work, which should include the laying-off of roads and the valuation of the various subdivisions. The surveyors' reports will complete the information on which the Legislature may act on sanctioning our recommendations.

We reserve for the general report our observations on the apportionment of survey charges, of county rates and the land-tax, on the liability for checking the spread of rabbits and noxious weeds, on the terms and conditions of leases, subleases, or transfers, and the disbursement of rents.

#### SUMMARY OF TITLES AND POSITION OF VARIOUS BLOCKS.

##### (1.) *Whareraurakau.*

The area of this block is 3,310 acres. It lies to the north of the Mohaka River, nine or ten miles from the mouth of the river, and adjoins the Mohaka Block to the north-west.

The title was ascertained on the 19th September, 1868, when the land was ordered to be held by ten Natives in trust for certain tribes. The certificate of title bears date the 13th October, 1869. The Native Land Court, on the 31st August, 1903, ascertained the beneficiaries, determined the relative interests to which they were entitled, and partitioned the land as follows :—

Whareraurakau No. 1	..	221 acres.	Awarded to 11 persons.
” 2	..	1,048 ”	” 30 ”
” 3	..	1,048 ”	” 24 ”
” 4	..	110 ”	” 9 ”
” 5	..	883 ”	” 20 ”
		3,310 acres.	94 persons.

There is no appeal pending against these orders, but a survey is required before the orders are signed and completed.

The Commission held an inquiry into this block at Mohaka on the 6th March, 1907, and ascertained the wishes of the principal owners.

Heneriata Kupa desired to get a lease of No. 3 (1,048 acres), and that seemed to be the general desire of the owners of that subdivision. She and her husband have occupied part of the land for a year, made small improvements, and graze 100 sheep there. The owners of the other subdivisions are willing that these should be leased at public auction to the highest bidder. We, however, think that we should first ascertain—(1) Whether the Whareraurakau Block as a whole is suitable for settlement, and, if so, whether in one area or in allotments; (2) whether by leasing one-third of the block to Heneriata Kupa, that, too, being located as indicated by the Native Land Court, severing Nos. 1 and 2 from 4 and 5, the letting of the rest of the block will be prejudiced; (3) what improvements, if any, and the value thereof, have been put on the land by Heneriata Kupa?—and for this purpose we have asked that a competent surveyor visit the land and report to us.

If advised that the land cannot be leased except as a whole, we must recommend the land to be leased in one lot by public auction to the highest bidder, loaded with the value of improvements, if any, made by Heneriata Kupa; and we must further recommend that the orders made by the Court in 1903, in so far as they purport to partition the land, be cancelled, but have effect in so far as they ascertain the owners and determine their relative interests. It would manifestly be unnecessary and expensive to carry out the partition surveys of the land if it is to be leased in one lot. On the other hand, if the land is suitable for cutting up, it may be found convenient to carry out the partitions, and to group two or three subdivisions into one lease.

We have ascertained that the owners of this block have a sufficiency of land elsewhere.

#### (2.) *Mohaka 1 and 2.*

Area, 24,255 acres, previously held under certificate of title dated 17th October, 1868; now held under partition orders of July, 1903, by which the Court subdivided the land into fifty-five parts, as shown in the schedule. These orders have not been completed by proper surveys. It is necessary that the surveys should be undertaken and completed with as little delay as possible, steps being taken at the same time to obtain a reliable report from an experienced surveyor as to the value of the various subdivisions, fitness for settlement, and accessibility.

Our recommendations in respect of this block are summarised as follows: (a) To be reserved as papakaingas, and including woolshed reserve of 10 acres, 910 acres; (b) to be used as individual or family farms, 3,294 acres; (c) to be leased to Maoris, the majority of whom are owners, 17,576 acres; (d) to be leased to the highest bidders, 1,682 acres; (e) to be leased to the highest bidder, but conditionally (see schedule), 793 acres: total, 24,255 acres.

Of the area, 17,576 acres, to be leased to Maoris, the proposed lessees own in their own right nearly 5,000 acres, leaving 12,576 acres on which they will be required to pay rent, the liability being distributed among thirty-six Maori lessees.

(3.) *Tutaekuri No. 1.*

Area, 12,552 acres. This land is now held under partition orders dated 11th April, 1906. As in the case of Mohaka, the orders require surveys to complete them. An appeal is pending against the partition, but the appellant (Ihipera Tamihana, *née* Te Kore) has expressed a wish to withdraw it.

Our recommendations in respect of this block are set forth in the attached schedule, and are summarised as follows: (1) To be reserved as papakaingas, portions being subject to further adjustment, 690 acres; (2) to be used as family farms, 2,993 acres; (3) to be leased to Maoris, 7,088 acres 2 roods; (4) area leased to Europeans and awaiting the approval of the Board, 1,780 acres 2 roods: total, 12,552 acres.

Of the area, 7,088 acres, proposed to be leased to Maoris, the specified Maori tenants own 2,769 acres, leaving 4,319 acres on which they would be liable to pay rent.

(4.) *Tutuotekaha Block.*

This block was originally investigated by Judge Munro in September, 1868, and certificates of title ordered to be issued under the Native Land Acts, 1865 and 1867, as follows:—

Tutuotekaha No. 1	..	..	3,440 acres, to 10 owners.
.. 2	..	..	2,670 „ „ 10 „
.. 3	..	..	2,865 „ „ 10 „
.. 4	..	..	1,085 „ „ 8 „

No trust was expressed in any of these cases. It appears that No. 3 was subsequently sold, and the title is now vested in Europeans. As to No. 2, application was made under “The Equitable Owners Act, 1886,” and by order dated 27th February, 1889 (Judge Wilson), a trust was declared. The list of beneficiaries put into the title was 223, sixty-seven being awarded 267 acres in equal shares, 156 receiving 2,403 acres in equal shares. On the 12th February, 1890, the Chief Judge made an order under section 12 of “The Native Land Court Act, 1889,” declaring Judge Wilson’s orders of 1889 to be of no force and effect, and directing that same be not issued. Next, by Order in Council dated 6th March, 1895, jurisdiction was conferred on the Native Land Court under section 14, subsection (10), of “The Native Land Court Act, 1894,” in respect of this block. The Court exercised this jurisdiction and made an order (23rd July, 1896) in favour of 222 beneficiaries. The final stage of this lengthy litigation was an order of the Native Appellate Court, dated 28th October, 1896, whereby the order of the 23rd July, 1896, was suspended, and the order originally made by Judge Wilson under the Equitable Owners Act was affirmed; so that after seven years’ delay and expensive litigation the original order was restored. In the interval between 1889 and 1906, the ranks of the beneficiaries had lost by death fourteen, and gained by succession orders sixty-five, the net gain being fifty-one.

In 1890 No. 1 was subdivided as follows: No. 1A, 777 acres 1 rood, representing interests sold to Europeans; No. 1B, 2,331 acres 3 roods, remaining to Natives (the total area of No. 1 showing a variation of over 300 acres on survey). No. 1B was further subdivided on 25th October, 1894, the subdivision not having been surveyed.

No. 4 has not been partitioned, and is held under the original certificate of title.

Our recommendations in respect of this block (set forth in detail in the schedule hereto) are summarised as follows: (1) To be reserved as papakaingas, 100 acres; (2) to be used as farms by individual owners or families, 1,243 acres; (3) to be leased to Maori tenants as specified, 2,123 acres; (4) to be leased to the highest bidder, 2,620 acres.

Of the area, 2,123 acres, to be leased to Maoris, the specified tenants own 500 acres.

(5.) *Nuhaka No. 2 Subdivisions.*

Area, 15,500 acres 3 roods 23 perches. The detailed history of this block will be given in our general report. Owing to the absence of the owners of some of the subdivisions of this block, whose ideas we could not therefore ascertain, we thought

it necessary to defer consideration of the subdivisions affected until we have another opportunity of visiting the district, probably before the next session of Parliament.

Our recommendations with regard to this block and the subdivisions (detailed in the schedule) may be summarised as follows: (1) To be reserved as papakaingas, about 745 acres; (2) to be farmed by individual owners, families, and under the incorporated system, 4,400 acres; (3) to be leased to Maoris, 7,461 acres; (4) to be leased to highest bidder, 1,742 acres; (5) at present not fit for settlement, consisting of sand-hills, 1,152 acres: total, 15,500 acres.

Of the area, 7,461 acres, proposed to be leased to Maoris, the specified tenants own about 1,500 acres.

Included in the area to be farmed either by individual owners and families, or by Maori lessees, are over 2,000 acres suitable for dairy farms.

The figures for this block are subject to modification, which may be necessary as the result of the Commission's next visit to Nuhaka.

To sum up the proposals with regard to these five blocks: (1) Area proposed to be reserved as papakaingas, 2,445 acres; (2) area proposed to be set apart as farms for individual owners, families, or incorporated committees, 11,930 acres; (3) area proposed to be leased to specified Maori tenants, 34,248½ acres: (4) area suitable for general settlement—(a) unconditional, 6,044 acres; (b) conditional, 4,103 acres: (5) area leased to Europeans, 1,780½ acres; (6) at present unsuitable for settlement, 1,152 acres: total, 61,703 acres.

And of the area, 34,248½ acres, proposed to be leased to Maoris, the specified tenants own 9,769 acres.

Under these proposals, if approved, over two hundred Maoris will be put on the land—their own land—with good titles to fair-sized holdings.

In conclusion, we may say that since the passing of "The Maori Land Settlement Amendment Act, 1906," it was open to the Native Minister to have vested any or all of these blocks in the District Maori Land Board under section 4 of that Act for settlement and occupation by the Maoris, and we have no doubt that the section was passed with the view of putting Natives on their own lands in some such manner as our proposals indicate. We doubt, however, whether the wishes of the Native owners would thereby have been carried out as the law now stands. If the Board were permitted to grant leases to Maori tenants specified by the owners, or to issue occupation licenses or certificates of partnership or incorporation to individual owners, families, or hapus, there would be no necessity for further legislation.

We have, &c.,

ROBERT STOUT,

A. T. NGATA,

Commissioners.

To His Excellency the Governor.

SCHEDULES TO INTERIM REPORT ON MOHAKA NOS. 1 AND 2, AND OTHER BLOCKS.

No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
1	Mohaka No. 1	A. B. P. 230 0 0	..	To be leased	Paratene Rewi (not an owner)	..	..	
2	" No. 2	420 0 0	..	To be reserved as a papakainga	..	..	..	
3	" No. 3	110 0 0	..	To be leased	Keremena Pukewai-hape and Renata Pukewai-hape	..	..	
4	" No. 4	1,296 0 0	..	..	..	..	..	
5	" No. 5A	214 0 0	..	..	..	..	..	
6	" No. 5B	322 0 0	..	..	..	..	..	
7	" No. 6	250 0 0	..	..	..	..	..	
8	" No. 7	179 0 0	6	10 acres to be cut out as a papakainga in a suitable place for the successors to Ihipera Nehemia; 169 acres to be leased	Harawira Renata Tipuna	..	..	
9	" No. 8	1,000 0 0	..	To be leased	Ditto	..	..	
10	" No. 9	800 0 0	12	(a) 17½ shares to be cut out as a family farm (b) 5½ shares to be cut out as a papakainga (c) 39½ shares to be cut out and leased (d) 50 shares, the balance of the block, to be leased to the highest bidder	..	(2) Interests of owners 1, 3, and 4 on list (3) Interest of Rina Takawhenua (No. 2 on list) (c) Interest of self and owners 6, 9, 10, and 11 (d) Balance	To be arranged on the ground so that each section fronts a road, and boundaries follow practicable fencing lines approximately	Inalienable.
11	" No. 10	100 0 0	34	To be reserved as a papakainga	..	..	..	
12	" No. 11	1,485 0 0	34 (same as in 10)	900 acres to be leased 585 acres to be leased	Ranapia Taungakore Iriapa Ranapia and Te-oti Hokianga	..	Subdivide into two blocks accordingly, each to have frontage to road	
13	" No. 12	1,119 0 0	8	To be leased as one block	Wepiha Puna and Tame Akuhata Puna	..	..	
14	" No. 13	3,506 0 0	18	(a) 166½ shares out of 490 = 13A (b) 158½ shares to be worked by owners = 13B (c) 165½ shares to be worked by owners = 13C	Erimana, Hirini and Atahere Hungahunga	(a) To contain interests of 3, 4, 7, and 16 (b) To contain interests of 1, half of 2, 17, and 18 (c) To contain other half of 2 and rest of owners	See special instructions to surveyor	Owners of 13B may by deed appoint Henry Hodges their manager; to be filed with Tairāwhiti Maori Land Board.
15	" No. 14	216 0 0	4	To be reserved as a papakainga	..	..	..	
16	" No. 15	360 0 0	1	Lease to the highest bidder	..	..	..	
17	" No. 16	500 0 0	3	To be leased to ..	Karena Rawhi	..	..	
18	" No. 17	3 0 0	6	To be reserved as a papakainga	..	..	..	
19	" No. 18	39 0 0	6	586 acres (Pari Turi's interest) leased to highest bidder	..	To contain interest of Para Turi	..	
20	" No. 19	1,172 0 0	6	468 acres family farm	..	To contain interests of Nos. 1 and 4 on list	..	See special instructions to surveyor
21	" No. 20	..	..	117 acres to be leased to	Wiremu Hokena	To contain interest of Haki Eriha	..	



SCHEDULES TO INTERIM REPORT—continued.

No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
14	Mohaka No. 20	A. R. P. 9 0 0 210 0 0	1 Same	To be reserved as a papakainga To be leased to ..	Eldest son of owner con- jointly with daughter (wife of Te Outi Hok- ianga)	..	..	Right reserved to any of children to come into lease when of age, subject to ad- justment of profits.
15	" Nos. 22, 23	75 0 0	2	To be reserved as a papakainga	Ropitini Tio ..	..	..	
16	" No. 24	300 0 0	Same	To be leased to ..	..	..	..	
17	" No. 25	16 0 0	1	To be retained for use of owner	..	..	..	
18	" No. 26	28 0 0	2	Papakainga	..	..	..	
19	" Nos. 27, 28	235 0 0	1	For use and occupation of owner	..	..	..	
20	" No. 29	48 0 0	6	To be leased to ..	Wiremu te Kahu and Hoera te Kahu	..	..	
21	" No. 30	237 0 0	8 (6 in 29)	"	Ditto	..	..	
	" No. 31	828 0 0	Same 8	715 acres to be leased to ..	..	All owners except No. 5 ..	To adjoin No. 33	
	" No. 32	235 0 0		113 acres to be leased to ..	Henare te Aho	Interest of No. 5	..	
	" No. 33	271 0 0	3	To be worked as family farm	..	..	..	Profits of farm to be divided according to interest in land. Profits from 113 acres to Henare te Aho during term of lease.
22	" No. 34	10 0 0	8	To be leased to ..	Ropihana Heta and Hapeta Heta	..	..	
23	" No. 35	743 0 0		"	Pihiera Wainohu ..	..	..	
	" No. 36	30 0 0	5	"	Henare Hodges and Makere Keepa, his wife	..	..	For fourteen years, and not to be sub- let or transferred without consent of Board. { Power to appoint manager.
	" No. 37	327 0 0	5	"	..	..	..	
24	" No. 38	48 0 0	5	Family farm	..	..	..	
25	" No. 39	426 0 0	5	"	..	..	..	
	" No. 40	1,213 0 0	5	488 acres to be leased to ..	Hune Keepa ..	To contain interests of 4 and 5 on list	See instructions to sur- veyor	
26	" Nos. 41, 42	28 0 0	1	725 acres to be leased to ..	..	To contain balance ..	..	
27	" No. 43	74 0 0	2	Owner in occupation, and wishes to hold and use	Hereama te Whareroa and Te Taka Whareroa	..	..	For use of Maori les- sees of all blocks; to be rated for re- pairs and mainten- ance.
28	" No. 44	10 0 0	12	Papakainga	..	..	..	
	" No. 44	10 0 0	12	Woolshed reserve	..	..	..	

SCHEDULES TO INTERIM REPORT—continued.

No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
29	Mohaka No. 45	A. R. P. 533 0 0	3	To be leased to	Pitiera te Wainohu	..	..	
30	" No. 46	25 0 0	1	For use of owner; may be used as stock-paddock in conjunction with No. 45	..	..	..	
31	" No. 47	5 0 0	3	Papakainga	..	..	..	
32	" No. 48	122 0 0	5	"	..	..	..	
33	" No. 49	143 0 0	1	For use of owner as farm	..	..	..	
34	" No. 50	25 0 0	1	To be leased to	Rangi Tumataroa and Waihaki Nikitini	..	..	
35	" No. 51	90 0 0	10	Papakainga in three subdivisions except 20 acres, being interests of owners 7, 8, and 9, which are to be leased to Hemi Pura	..	Interest of Hemi Keefe, 40 acres Interests of 1, 2, and 3, and 7, 8, and 9 Interests of 4, 5, and 6 (a) To contain interests 5, 6, and 7 (b) To contain interests of 1, 2, and 3 (c) To contain interests of 4, 8, 9, and 10	See instructions to surveyor.	
36	" No. 52	2,688 0 0	10	(a) 838 acres for a farm of the Kahika family (b) 1,057 acres to be leased to (c) 793 acres (balance) to be leased to	Wepiha te Wainohu	..	Ditto	As to 793 acres, if Wepiha gets consent of owners he can have lease; if not, then to go to highest bidder.
37	" No. 53	380 0 0	4	To be leased to highest bidder	..	..	..	
38	" No. 54	723 0 0	16	328 acres to be leased to 395 acres to be leased to	Wiremu Hokena Rangi Tumataroa and Waihaki Nikitini	To contain interests of 2, 11, 14, and 16 and 15 To contain interests of rest of owners	See instructions to surveyor	As to interests of 14, 15, and 16, first as certain position of will or succession orders to Hori Karaka te Ao.
39	" No. 55	769 0 0	6	(a) 124 acres (b) 89 acres (c) 124 acres (d) Balance to be farm of owners	Rapata Kiiwhi and Hawi Pere Rangi Tumataroa and Waihaki Nikitini Wiremu Hokena	(a) Interest of No. 3 (b) " 4 (c) " 2 (d) " 1, 5, 6..	Ditto.	
1	Tutaekuri No. 1A	1,566 2 0	19	20 acres reserved for papakainga	TUTAOKURI No. 1.	For all owners in the same relative proportion as they held the original subdivision	To be located at 4B (marked on plan of Block)	Lessees to pay rates on papakainga, and may graze stock thereon at periods.
2	" No. 1B	518 0 0	12	490 acres to be leased to 1,056 acres 30 acres to be a papakainga 488 acres to be leased to	Tamihana Karari Hemi Huata Hema Teke and Kapene Taitaroa.	To be arranged between lessees To contain the interest of Apikaira Rewi, deceased	..	Lessees to have use of papakainga (including interest of Apikaira Rewi till her successors require the land) and pay rates thereon.

SCHEDULES TO INTERIM REPORT—continued.

No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
TUTAĀKURI No. 1—continued.								
8	Tutaekuri No. 1c No. 1	A. R. P. 926 0 0	3	To be a partnership with power to appoint a manager (Tei Ruawai is suggested). In case of disagreement, Board to adjust difficulties	..	..	..	..
4	" No. 1c No. 2	1,066 0 0	2	Interest of Manu (738 shares out of 984) to be leased to	Hoterene Watene (Hukenui) and Urumingi Kapene	Interest of Manu	..	Pending receipt of Manu's consent.
5	" No. 1c No. 3	341 0 0	3	Interest of Raima te Kahu (246 shares out of 984) to be cut out so as to adjoin No. 1c No. 1, and be leased to the partners therein	Lease to partners in No. 1c No. 1	Interest of Raima te Kahu	Subdivision to be made so that interest of Raima te Kahu adjoins No. 1c No. 1	..
6	" No. 1c No. 4	1,331 0 0	16	To be leased to	Hoterene Watene (Hukenui) and Urumingi Kapene	..	..	..
7	" No. 1c No. 5	1,801 0 0	10	"	Paku Neera and Peta Hema	..	..	..
8	" No. 1c No. 6	364 0 0	9	"	Kiritoha, Kihirini, Rewiri Kihirini, Hirini Kihirini, and Paora Kihirini	..	..	..
8A	" No. 1c No. 7	468 0 0	6	Leases executed to Europeans; not yet approved by Board	Kuki Ruawai	..	..	..
9	" No. 1c No. 8	556 2 0	2	To be occupied by Rangī Rewi (owner of half till successor appointed to other owner (Apikaira Rewi), and then may be used as family farm	..	..	..	..
9	" No. 1c No. 9	50 0 0	2	To be leased to	..	..	..	..
10	" No. 1c No. 10	62 0 0	1	"	Hami te Ao	..	..	..
11	" No. 1c No. 11	564 0 0	4	"	Piri Paraone and Huri Toti	..	..	..
12	" No. 1c No. 12	530 0 0	1	"	Hami te Ao	..	..	..
13	" No. 1c No. 13	1,066 0 0	4	"	Matene Herehere and Matefū Peka	..	..	..
13A	" No. 1c No. 14	746 0 0	1	Lease executed to European	..	..	..	..
14	" No. 1c No. 15	370 0 0	36	To be reserved as a papakainga	..	See instructions to surveyor	Further adjustment will be necessary, as to arge	..
15	" No. 1c No. 16	100 0 0	25	To be reserved as a woolshed-site for owners, for use of lessees of all subdivisions under lease, and of Maori occupiers and other subdivisions	..	..	..	..
16	" No. 1c No. 17	10 0 0	70	To be reserved as a papakainga	..	..	..	..
17	" No. 1c No. 18	110 0 0	16	To be reserved as a papakainga	..	..	..	..
18	" No. 1c No. 19	6 0 0	6	To be leased to	Hami te Ao	..	..	..

SCHEDULES TO INTERIM REPORT—continued.

No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
TUTUOTEKAKA.								
1	Tutuotekaha No. 1B No. 1 Tutuotekaha No. 1B No. 3	A. B. F. 500 0 0 743 0 0	9	(a) Interest of Raiha te Kaha in both subdivisions to be leased to (b) Interest of Keepa Hoepo to be leased to (c) Interest of Wikitoria te Nehu to be leased to (d) Interest of Teira Tipuna, deceased, succeeded by his six children, all under fifteen years of age	(a) Pera Horomona and Te Whare Puhaka (b) Te Amo Hoepo (c) Te Kooti Henare (d) May be leased for period not exceeding seven years to some person that trustee may nominate	These are practically family farms	Lessees may agree on a homestead-site on one of the subdivisions, which may be used in common for yards, sheds, &c.	
2	Tutuotekaha No. 1B No. 2 Tutuotekaha No. 1B No. 4	628 1 0 460 0 0	8	To be leased to Tihi Whanga and Puhara Timo	..	..	..	..
3	Tutuotekaha No. 2	2,670 0 0	About 270	To be leased to the highest bidder, subject to a reserve of 50 acres for a papakainga and to one section being set aside for ballot among Maori owners	..	..	..	..
4	No. 4	1,085 0 0	20	To be leased to Parekapa Taepa, subject to a reserve of 50 acres as a papakainga	..	..	..	..
NUHAKA No. 2 Block.								
1	Nuhaka No. 2A 4C No. 2A 4D No. 2A 4E No. 2A 4G No. 2A 4K No. 2A 4L No. 2A 4M No. 2A 4N No. 2A 4P No. 2A 4S	400 0 0 188 0 0 103 0 0 224 0 0 121 0 0 172 0 0 171 0 0 498 0 0 151 0 0 289 0 0	142 19 4 24 10 10 8 24 9 17	To be incorporated and worked as a farm for the owners by a managing committee	..	..	..	..
2	No. 2A 4B	80 0 0	142	10 acres to be cut out and leased to Harata Tuhitonga as a dairy-farm	Harata Tuhitonga	..	Lessees to arrange boundary of subdivision	
3	No. 2A 4A	544 0 0	142	70 acres (the balance) to be leased to Paora Haronga To be subdivided into thirteen allotments for dairy-farms and leased:— To seaward of main road, commencing from Tahaenui—(1) Tara Mete, (2) Tiemi Mete, (3) Hovi Mete, (4) Paora Haronga, (5) Harata Tuhitonga, (6) Pita Mete, (7) Erami Kaihau, (8) Panga, Waerea, (9) Ani te Kara, (10) Tami Mete; to the north-west of main road, commencing from Tahaenui—(1) Eparaima Hikao, (2) Hana Mete, (3) Iharaia Hemopo	Paora Haronga	..	Proposed lessees to arrange boundaries of subdivisions	

## SCHEDULES TO INTERIM REPORT—continued.

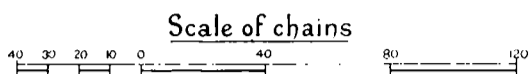
No.	Name of Block.	Area.	Number of Owners.	How proposed to be dealt with.	Name of Lessee.	Division of Owners.	Subdivision necessary.	Restrictions or Special Provisions.
NUHAKA No. 2 BLOCK—continued.								
4	Nuhaka No. 2A 4F ..	A. R. F. 205 0 0	6	To be leased to ..	Hori Mete (Ngawai) and Tiemi Mete	..	..	(Subject to receiving consent of Hone Nohinohi.
5	" No. 2A 4H ..	82 0 0	5	" ..	Pita Mete	..	..	
6	" No. 2A 4J ..	158 0 0	7	" ..	Harata Tuhitonga	..	..	
7	" No. 2A 4O ..	37 0 0	9	Pending receipt of information from Iharsia Hemopo	..	..	..	
8	" No. 2A 4R ..	50 0 0	17	Pending arrangement among owners ..	..	..	..	
9	" No. 2B 2A ..	1,742 2 20	263	To be leased to the highest bidder ..	..	..	..	
10	" No. 2B 2B ..	168 0 0	6	For Maori occupation, but pending further arrangements as to lessees, family farms, &c.	..	..	..	
	" No. 2B 2C ..	332 0 0	27		..	..	..	
	" No. 2B 2D ..	258 0 0	44		..	..	..	
	" No. 2B 2E ..	101 0 0	10		..	..	..	
	" No. 2B 2F ..	184 0 0	20		..	..	..	
	" No. 2B 2G ..	165 0 0	23		..	..		
	" No. 2B 2H ..	467 0 0	25		..	..		
11	" No. 2B 2J ..	1,175 0 0	108	To be cut up into suitable areas for farms, to be balloted for by owners	..	..	As the surveyor may re- port upon	
12	" No. 2C 2 (twenty parcels)	1,180 2 28	412 to 457	The land being at the present time un- suitable for settlement, partition sur- veys should not be proceeded with	..	..	..	
13	Nuhaka No. 2D 2 (six- teen parcels)	3,049 0 0	102 to 126	Pending arrangement among owners for Maori occupation	..	..	..	
14	Nuhaka No. 2E 9A ..	250 0 0	31	To be cut up into suitable dairy-farms for owners	..	..	Surveyor to confer with owners as to subdivisions	
15	" No. 2E 9B ..	694 0 0	Same	35 shares out of 97½ to be cut out and leased	Matene Whanga	..	..	
16	Nuhaka No. 2E 9C & 9D	1,477 0 0	50	Balance to be leased ..	Karepa Mataira Te Waaka Toroa-whiti	..	..	
17	" No. 2E 9C & 9D	1,477 0 0	50	To seaward of main road, 1 subdivision, 164 acres approximate, to be cut up as dairy-farms; to the north-west of road up to line on sketch plan No. 289, 218 acres, approximate, to be cut up as dairy-farms 300 acres to be cut off so as to include the bush-clearing by Ihaka Whanga and be leased Balance, not exceeding 100 acres, to be leased; any excess to be divided be- tween Maika Taruke and Tamati Marere 100 acres to be leased to For Maori occupation (pending arrange- ment among owners)	Kororiria Ratau	..	..	Special instructions given for survey in accordance with these proposals
18	Nuhaka No. 2F 2 ..	854 2 15	40		Tamati Marere Maika Taru	..	..	

Approximate Cost of Paper.—Preparation, not given; printing (2,500 copies), £17 11s.

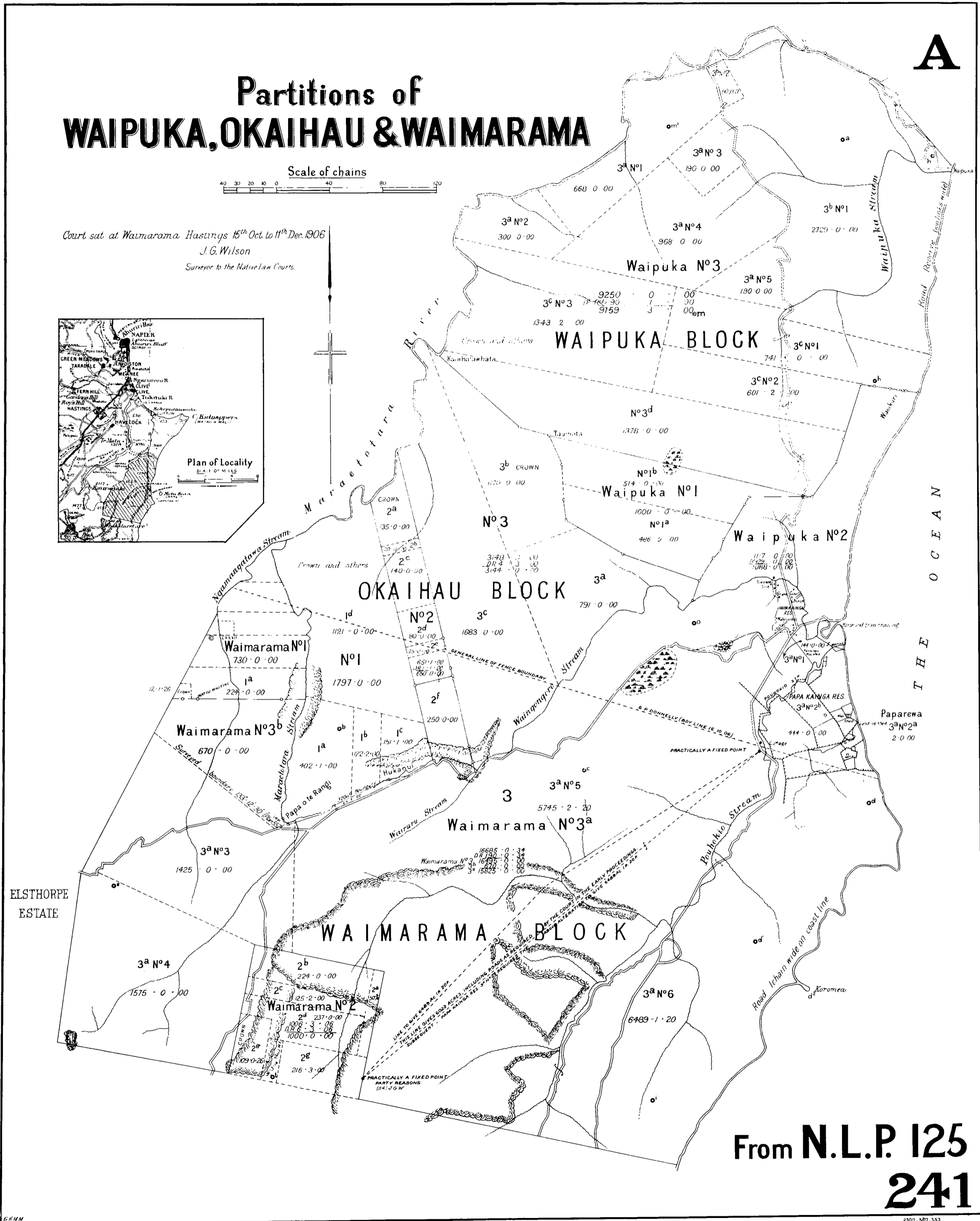
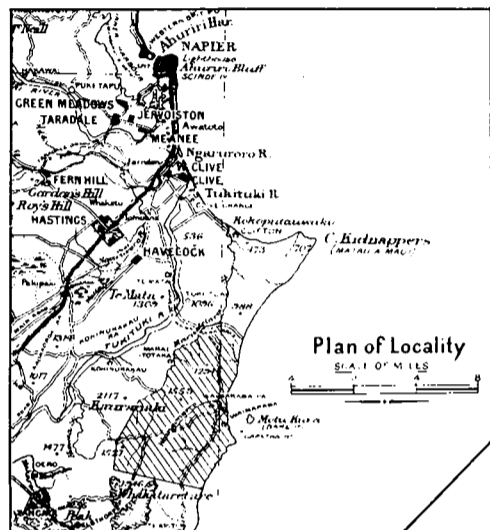
By Authority: JOHN MACKAY, Government Printer, Wellington.—1907.



# Partitions of WAIPUKA, OKAIHAU & WAIMARAMA



Court sat at Waimarama Hastings 15<sup>th</sup> Oct. to 11<sup>th</sup> Dec. 1906  
J. G. Wilson  
Surveyor to the Native Law Courts.



From **N.L.P. 125**  
**241**



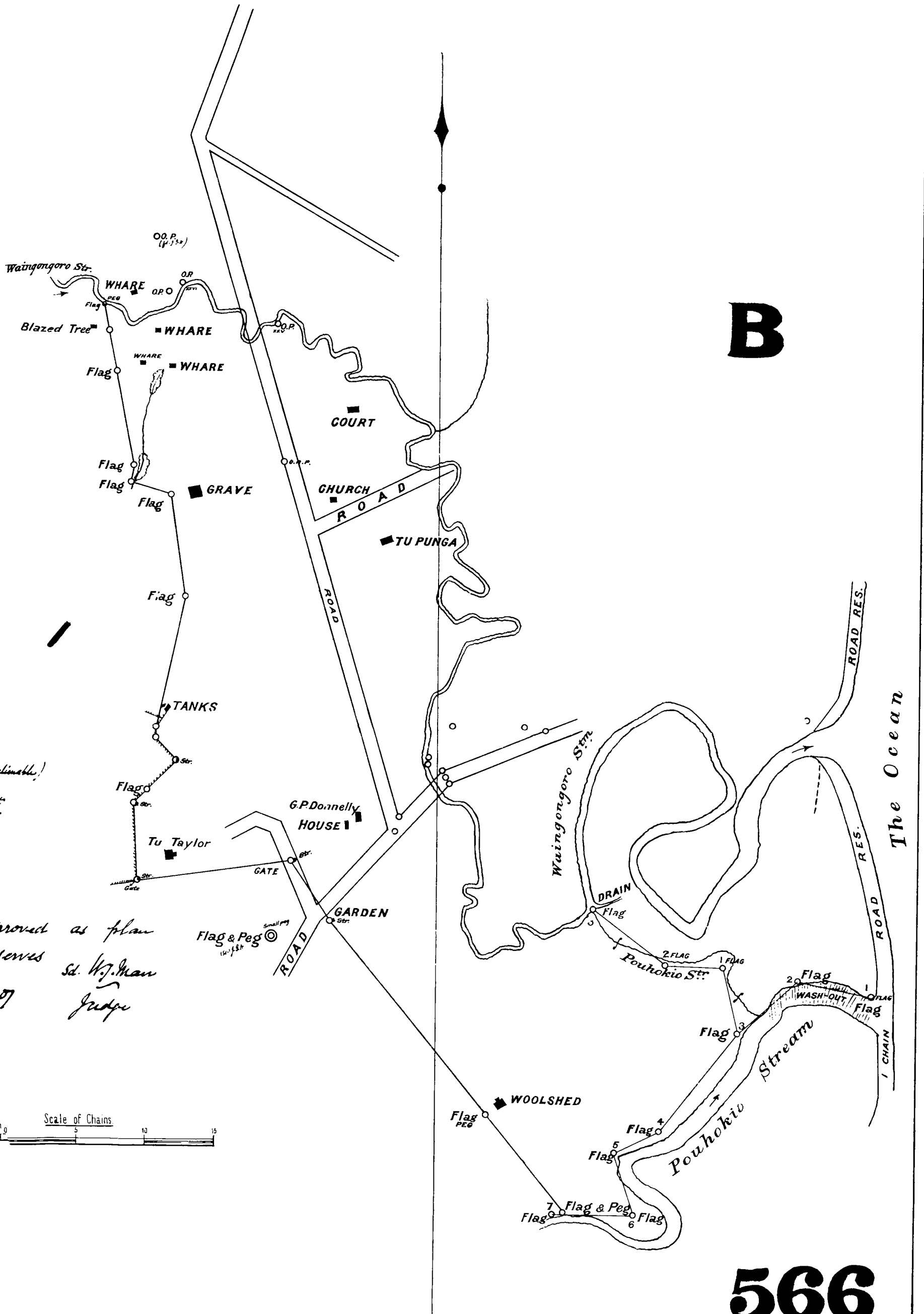
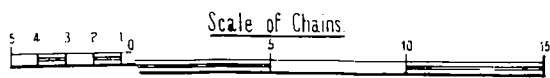


**B**

*Reserve for Papa Kainoa 3<sup>A</sup> N<sup>o</sup> 1 (Inalienable)  
A. R. P.  
1444: 0: 00 Required by Court  
Scale 5 Chs. = 1 Inch  
8.12.06  
Sd. J. H. Wilson*

*Original Land Certificate  
held by Marama  
15 Dec. 1906*

*Approved as plan  
of Reserves  
Sd. W. J. Man  
4. 2. 07  
Judge*



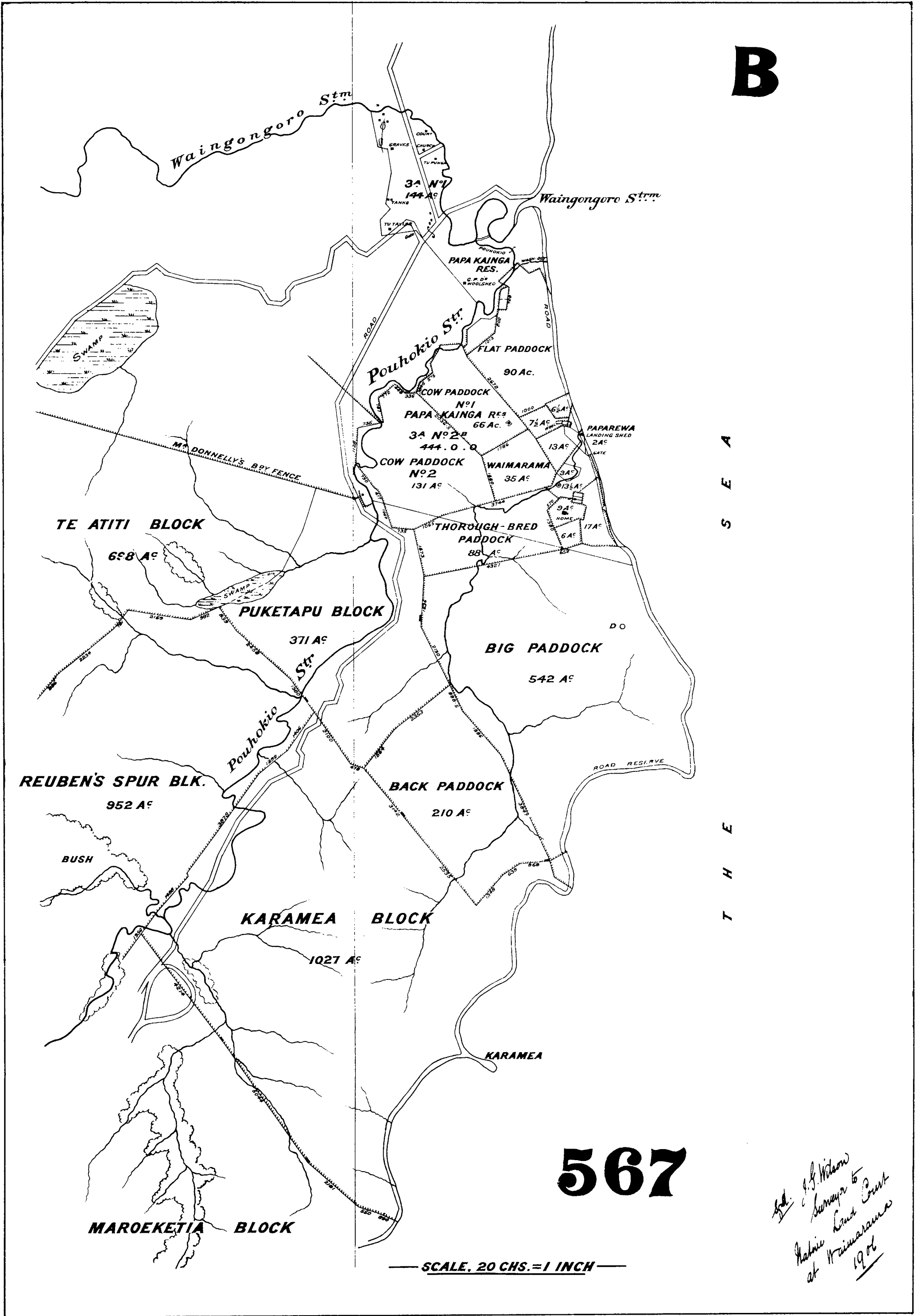
The Ocean

**566**



**B**

S  
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**567**

— SCALE, 20 CHS. = 1 INCH —

*Ed. J. F. Wilson  
Surveyor to  
Public Land Court  
at Waimarama  
1906*

