

1939.
NEW ZEALAND.

ORAKEI LANDS.

REPORT OF ROYAL COMMISSION APPOINTED TO INQUIRE INTO AND REPORT AS TO GRIEVANCES ALLEGED BY MAORIS WITH REGARD TO CERTAIN LANDS AT ORAKEI, IN THE CITY OF AUCKLAND.

Presented to both Houses of the General Assembly by Command.

ROYAL COMMISSION

TO INQUIRE AND REPORT AS TO GRIEVANCES ALLEGED BY MAORIS WITH REGARD TO CERTAIN LANDS AT ORAKEI, IN THE CITY OF AUCKLAND.

GEORGE THE SIXTH, by the Grace of God, of Great Britain, Ireland, and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India :

To our trusty and loving subject: The Honourable ROBERT KENNEDY, a Judge of the Supreme Court of New Zealand: Greeting.

WHEREAS petitions have been presented to Parliament by certain Maoris resident at Orakei in the City of Auckland and elsewhere praying for the return to the Maoris of the subdivisions of Orakei No. 1 Reserve Block which have been purchased by the Crown from the Native owners and for the return to the Maoris of Lots 1, 2, and 3 on Plan No. 1330P, deposited in the office of the Chief Surveyor at Auckland, which said lots were purchased by the Crown from the General Trust Board of the Diocese of Auckland :

And whereas the claims and allegations made by the petitioners in the said petitions were referred to the Native Land Court for inquiry and report pursuant to the provisions of section 50 of the Native Land Amendment and Native Land Claims Adjustment Act, 1928 :

And whereas the report and recommendation of the Native Land Court and of the Chief Judge thereof under the said section 50 were in due course laid before Parliament as in the said section provided but for divers reasons no action thereon was taken to grant the prayers of the said petitions :

And whereas the Government has decided that it cannot, on the facts as at present appearing, grant the prayers of the said petitions, but has decided to cause further inquiry to be made into the matters referred to in the said petitions as hereinafter provided :

Now, therefore, we, taking into consideration your impartiality, integrity, and ability, do hereby constitute and appoint you the said

ROBERT KENNEDY

to be a Commission to inquire into and report upon the following matters :—

1. Whether the Crown by its purchase of individual interests in the land known as Orakei No. 1 Reserve Block, being the whole of the land comprised and described

in a partition order of the Native Land Court dated the 10th day of January, 1898, and/or in any of the subdivisions of the said block and by the subsequent proclamation of any subdivision of such land as Crown land obtained a good and valid title to such parcels of the said land or individual interests therein as had been purchased, freed and discharged from all right, title, and interest of the Native vendors :

2. Whether there was anything contained in section 373 of the Native Land Act, 1909 (re-enacted in section 453 of the Native Land Act, 1931), which prevented the Native Land Purchase Board from lawfully purchasing the said land or any interests therein or which rendered any such purchases when made invalid :

3. Whether there were at the time such purchases were made any valid reasons why the Crown should have abstained from purchasing the interests of those owners of the said land who were agreeable to sell, and did sell, their interests to the Crown :

4. Whether the Crown has paid to those Native vendors whose interests it purchased a fair and reasonable price for those interests having regard to the value of the said land at the date of the purchase of such interests :

5. Whether the purchase-money agreed to be paid in respect of those interests purchased by the Crown in the said land has been duly paid to the Native vendors :

6. Whether the Natives now occupying portions of the Orakei No. 1 Reserve Block subdivisions purchased by the Crown as aforesaid have any right or justification for continuing to occupy the said land or any part or parts thereof and for refusing to vacate the said land or any part or parts thereof in order that the Crown may obtain vacant possession of the same :

7. Whether any promises were made or held out by any official or agent of the Crown to the Native vendors of any portion of the Orakei Block that, in consideration of their selling their interests in the Orakei Block elsewhere than in Orakei No. 1 Reserve (the Papakainga Block), the Crown would not purchase the interests of the Natives in the said Orakei No. 1 Reserve (Papakainga Block), and, if any such promises were made or held out by the Crown's officials or agents, whether such promises were made or held out with the authority of the Crown, and whether the Crown was bound thereby either morally or legally :

8. Whether any agreement in writing or otherwise was made between the officials or agents of the Crown and one Wiremu Watene or Wiremu Watene Tautari that the said Wiremu Watene or Wiremu Watene Tautari should be entitled at some future date to re-purchase from the Crown an area of some 6 acres or 7 acres of Orakei No. 2B Block, and, if such an agreement or arrangement were so made, whether the said Wiremu Watene or Wiremu Watene Tautari did, during his lifetime, make application to the Crown for the re-transfer of the said 6 acres or 7 acres accompanied by a tender of the purchase-money or an undertaking to tender such purchase-money on being required so to do :

9. Whether at the time the Crown purchased from the General Trust Board of the Diocese of Auckland the land described as Lots 1, 2, and 3 on Plan No. 1330r, deposited in the office of the Chief Surveyor, North Auckland District, being the land referred to in subsection 5 of section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925, there existed any circumstances or any valid reason why the Crown should have abstained from purchasing the said land or any part thereof (apart from any doubts as to the power and authority of the Diocesan Board to sell the land and apart also from any legally enforceable objection to such purchase) :

10. Whether the price paid by the Crown to the General Trust Board of the Diocese of Auckland for the said land was a fair and reasonable price for the said land having regard to the value of the land at the date of its purchase :

11. Whether the General Trust Board of the Diocese of Auckland has applied the proceeds of the sale of the said land as provided by the said section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925 :

12. Whether the Natives now occupying the said land or any part thereof have any justification not in the nature of legal right for continuing to occupy the said land or any part thereof and for refusing to vacate the said land or any part thereof in order that the Crown may obtain vacant possession of the same :

And you are hereby authorized and required to conduct any inquiry under these presents at such times and places as you deem expedient, with power to adjourn from time to time and place to place as you think fit, and to call before you and examine on oath or otherwise such persons as you think capable of affording you information on any of the matters aforesaid, and to call for and examine all such documents as you deem necessary to afford you the fullest information on any such matters :

And using all diligence you are required to report to me under your hand and seal not later than the 31st day of August, one thousand nine hundred and thirty-eight, your opinion on the aforesaid matters :

And you are hereby strictly charged and directed that you shall not at any time publish or disclose, save to me in pursuance of these presents, or by my directions, the contents or purport of any report so made or to be made by you :

And it is hereby declared that these presents shall continue in full force although your inquiry is not regularly continued from time to time or from place to place by adjournment :

And lastly it is hereby declared that these presents are issued under Letters Patent dated the 11th day of May, 1917, and under the provisions of the Commissions of Inquiry Act, 1908.

In witness whereof we have caused this Commission to be issued and the Seal of the Dominion of New Zealand to be hereunto affixed, at Wellington, in the said Dominion, this 22nd day of June, in the year of our Lord, one thousand nine hundred and thirty-eight, and in the second year of our Reign.

[L.S.] Witness Our Right Trusty and Well-beloved Counsellor, George Vere Arundell, Viscount Galway, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, Officer of the Most Excellent Order of the British Empire, Governor-General and Commander-in-Chief in and over Our Dominion of New Zealand and its Dependencies.

GALWAY, Governor-General.

By His Excellency's Command :

M. J. SAVAGE, Native Minister.

Approved in Council :

C. A. JEFFERY,
Clerk of the Executive Council.

Royal Commission on Orakei Lands : Extending Period within which Commission shall Report.

GEORGE THE SIXTH, by the Grace of God, of Great Britain, Ireland, and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India ;

To our Trusty and Loving Subject the Honourable ROBERT KENNEDY, a Judge of the Supreme Court of New Zealand : Greeting.

WHEREAS by Warrant dated the twenty-second day of June, one thousand nine hundred and thirty-eight, issued under Letters Patent dated the eleventh day of May, one thousand nine hundred and seventeen, and under the provisions of the Commissions of Inquiry Act, 1908, you the said

ROBERT KENNEDY

were appointed to be a Commission to inquire into and report as to the matters therein set forth with regard to certain lands at Orakei, in the City of Auckland :

And whereas by the said Warrant you were required to report to us, under your hand and seal, not later than the thirty-first day of August, one thousand nine hundred and thirty-eight, your opinion on the aforesaid matters :

And whereas it is expedient that the period in which you are required to report to us should be extended as hereinafter provided :

Now, therefore, we do hereby extend the period within which you are required to report to us, as by the said Warrant provided, to the thirtieth day of September, one thousand nine hundred and thirty-eight :

And we do hereby confirm the said Commission except as altered by these presents :

In witness whereof we have caused this Warrant to be issued and the Seal of the Dominion of New Zealand to be hereunto affixed, at Wellington, in the said Dominion, this seventeenth day of August, in the Year of our Lord one thousand nine hundred and thirty-eight, and in the second year of our Reign.

[L.S.] Witness Our Right Trusty and Well-beloved Counsellor, George Vere Arundell, Viscount Galway, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, Officer of the Most Excellent Order of the British Empire, Governor-General and Commander-in-Chief in and over Our Dominion of New Zealand and its Dependencies.

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ROBERT KENNEDY

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And whereas by the said Warrant you were required to report to us, under your hand and seal, not later than the thirty-first day of August, one thousand nine hundred and thirty-eight, your opinion on the aforesaid matters :

And whereas by Warrant dated the seventeenth day of August, one thousand nine hundred and thirty-eight, the period within which you were required to report to us as by the said Commission provided was extended to the thirtieth day of September, one thousand nine hundred and thirty-eight :

And whereas it is expedient that the period in which you are required to report to us should be further extended as hereinafter provided :

Now, therefore, we do hereby extend the period within which you are required to report to us, as by the said Commission and by the said Warrant dated the seventeenth day of August, one thousand nine hundred and thirty-eight, provided, to the thirty-first day of October, one thousand nine hundred and thirty-eight:

And we do hereby confirm the said Commission except as altered by the said Warrant dated the seventeenth day of August, one thousand nine hundred and thirty-eight, and by these presents:

In witness whereof we have caused this Warrant to be issued and the Seal of the Dominion of New Zealand to be hereunto affixed, at Wellington, in the said Dominion, this twenty-third day of September, in the year of our Lord one thousand nine hundred and thirty-eight, and in the second year of our Reign.

[L.S.] Witness Our Right Trusty and Well-beloved Counsellor, George Vere Arundell, Viscount Galway, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, Officer of the Most Excellent Order of the British Empire, Governor-General and Commander-in-Chief in and over Our Dominion of New Zealand and its Dependencies.

GALWAY, Governor-General.

By His Excellency's Command:

M. J. SAVAGE, Native Minister.

Approved in Council:

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Clerk of the Executive Council.

Royal Commission on Orakei Lands: Further extending Period within which Commission shall Report.

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WHEREAS by Warrant dated the twenty-second day of June, one thousand nine hundred and thirty-eight, issued under Letters Patent dated the eleventh day of May, one thousand nine hundred and seventeen, and under the provisions of the Commissions of Inquiry Act, 1908, you the said

ROBERT KENNEDY

were appointed to be a Commission to inquire into and report as to the matters therein set forth with regard to certain lands at Orakei, in the City of Auckland:

And whereas by the said Warrant you were required to report to us, under your hand and seal, not later than the thirty-first day of August, one thousand nine hundred and thirty-eight, your opinion on the aforesaid matters:

And whereas by Warrant dated the seventeenth day of August, one thousand nine hundred and thirty-eight, the period within which you were required to report to us as by the said Commission provided was extended to the thirtieth day of September, one thousand nine hundred and thirty-eight:

And whereas by Warrant dated the twenty-third day of September, one thousand nine hundred and thirty-eight, the period within which you were required to report to us as by the said Commission provided was further extended to the thirty-first day of October, one thousand nine hundred and thirty-eight:

And whereas it is expedient that the period in which you are required to report to us should be further extended as hereinafter provided :

Now, therefore, we do hereby extend the period within which you are required to report to us, as by the said Commission and by the said Warrants dated the seventeenth day of August, one thousand nine hundred and thirty-eight, and the twenty-third day of September, one thousand nine hundred and thirty-eight, provided, to the thirtieth day of November, one thousand nine hundred and thirty-eight :

And we do hereby confirm the said Commission except as altered by the said Warrants dated the seventeenth day of August, one thousand nine hundred and thirty-eight, and the twenty-third day of September, one thousand nine hundred and thirty-eight respectively, and by these presents :

In witness whereof we have caused this Warrant to be issued and the Seal of the Dominion of New Zealand to be hereunto affixed, at Wellington, in the said Dominion, this twenty-sixth day of October, in the year of our Lord one thousand nine hundred and thirty-eight, and in the second year of our Reign.

[L.S.] Witness Our Right Trusty and Well-beloved Counsellor, George Vere Arundell, Viscount Galway, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, Officer of the Most Excellent Order of the British Empire, Governor-General and Commander-in-Chief in and over Our Dominion of New Zealand and its Dependencies.

GALWAY, Governor-General.

By His Excellency's Command :

M. J. SAVAGE, Native Minister.

Approved in Council :

C. A. JEFFERY,
Clerk of the Executive Council.

REPORT.

To His Excellency the Governor-General of the Dominion of New Zealand :

MAY IT PLEASE YOUR EXCELLENCY—

In pursuance of the Royal Commission dated the 22nd June, 1938, appointing me to inquire into and report as to grievances alleged by Maoris with regard to certain lands at Orakei in the City of Auckland, I have now the honour to submit to Your Excellency the report of the results of my inquiry and the conclusions at which I have arrived.

I caused to be published in the *New Zealand Herald* and the *Auckland Star* a notification both in English and in Maori of the date of the commencement of the sittings of the Commission, and thereby invited all persons interested in the subject-matter of the inquiry to appear and give evidence.

Sittings of the Commission were held at Auckland on the 4th July, 11th July, and on the 22nd, 23rd, 24th, and 25th August, 1938. At the various sittings Mr. V. R. S. Meredith appeared for the Crown, Mr. J. J. Sullivan appeared to represent all the Natives interested, and Mr. W. H. Cocker and Mr. K. Forrest appeared for the General Trust Board of the Diocese of Auckland. A preliminary sitting on the 4th July, 1938, was adjourned until the 11th July, 1938, at the request of counsel for the Natives upon an intimation that he could not then conveniently proceed. In the meantime an action in the Supreme Court in Auckland, in which a Native, Whatitiri, claimed to have acquired a title by prescription to the church-site at Orakei, came on for hearing, and as the Orakei Natives were interested in the action and counsel for the Crown and counsel for the Natives were engaged on it, the further sitting of the Commission was adjourned until the 22nd August. On that date the sitting was resumed and continued until the 25th August, 1938. The sittings were attended by Maoris interested.

Oral evidence was given before me by nine witnesses for the Crown, one for the Natives, and one for the Diocesan Trust Board. The evidence was led by the counsel concerned, and was subject to cross-examination and re-examination. The City Engineer, Mr. Tyler, appeared to express the views of the Auckland City Council on certain aspects of residence and occupation.

A large amount of documentary evidence was tendered on behalf of the Crown. I was much helped in my investigation by the careful and thorough manner in which it had been compiled. It was subsequently found necessary to requisition further information from the Native Department and the Department of Lands and Survey at Auckland, and I acknowledge the promptness with which the information was collected and rendered available.

The case for the Natives rested very largely on documents and papers in the possession of the Crown. As much assistance as was possible was given to counsel for the Natives by the Crown officials by the production to him of documentary matter for examination. This Mr. Sullivan acknowledged at the conclusion of the hearing, when he said: "Then I have also to place on record the fact that the Government has in this case placed before me all the possible information I could get regarding the matter."

The departmental files and records and the documents relating to the subject-matter of this inquiry have been made available to me. Some had not been examined by counsel for the Natives, and I intimated at the hearing that I would myself examine them all. I have fulfilled that undertaking.

I record the assistance which counsel for the various parties have given me.

I am greatly indebted to Mr. R. J. Blane, the Secretary to the Commission, and to Miss H. Wyman, of the staff attached thereto, for the most competent assistance. Mr. Blane's research, industry, and thorough knowledge of Native administration and of the files has been invaluable to me, while Miss Wyman has cheerfully handled under pressure a very great mass of difficult documentary material with rare competence and efficiency.

The Orakei Block is a piece of land containing 689 acres or thereabouts, included in a certain Crown grant dated 8th July, 1873. The inquiry relates to three parcels of land. Two originally formed part of the Orakei Block, and the third existed as an enclave within that block. One of the parcels is known as Orakei No. 1 Reserve or, more popularly, the papakainga. This land fronts Okahu Bay in the Waitemata Harbour and had originally an area of 40 acres. The second piece is known as Orakei No. 2B. It is situated to the west on the brow of a hill overlooking the papakainga, and has an area of 42 acres 1 rood 18 perches. The third piece is known as the church-site at Orakei. It lies within the boundaries of the Orakei Block, but does not, in fact, form a part thereof. It comprises Lots 1, 2, and 3 on Plan No. 1330P, deposited in the Office of the Chief Surveyor at Auckland, and contains 4 acres 0 roods 36 perches. This land is hereinafter referred to as "the church-site."

The matters which I am appointed to inquire into and report upon fall into three groups, and I have therefore for reasons of convenience divided my report into three parts. Part I deals with Orakei No. 1 Reserve (the papakainga), Part II with Orakei No. 2B, and Part III with the church-site.

PART I.—ORAKEI No. 1 RESERVE (PAPAKAINGA).

PRELIMINARY.

1. The several questions touching the Orakei No. 1 Reserve may be concisely stated thus :—

- (a) Whether the Crown by its purchase and subsequent Proclamations acquired a good title to the subdivisions of Orakei No. 1 Reserve representing its purchases, freed from all right, title, and interest of the Native vendors ;
- (b) Whether anything existed in section 373 of the Native Land Act, 1909, to prevent the Native Land Purchase Board lawfully purchasing, or which rendered any purchase invalid ;
- (c) Whether there were any valid reasons why the Crown should have abstained from purchasing the interests of such of the owners as were willing to sell, and did sell, their interests to the Crown ;
- (d) Whether fair and reasonable prices were paid to the Native vendors ;
- (e) Whether the purchase-money agreed to be paid was duly paid to the Native vendors ;
- (f) Whether the Natives now occupying the land purchased have any right or justification for their continued occupation thereof ; and
- (g) Whether any promises were made that the papakainga land would not be purchased.

The questions have been restated in simple form, but the answer to each of them requires an investigation of matters which occurred more than ten years ago. Hereinafter in my report I discuss certain details at what may appear undue length. I have done that not because of their relative importance, but because they have at some stage been treated by the Natives, or by those acting as their advisers, as matters of substance.

I proceed to inquire into and report upon each question in order :—

Question 1 : Whether the Crown by its purchase and subsequent Proclamations acquired a good title to the subdivisions of Orakei No. 1 Reserve representing its purchases, freed and discharged from all right, title, and interest of the Native vendors ?

OUTLINE OF TITLE.

2. By a partition order made by the Native Land Court on the 10th January, 1898, twenty-one persons were therein declared to be the owners of Orakei No. 1 Reserve, containing 40 acres. The shares, which totalled 13, were held by the owners in the proportions defined by the partition order.

By Proclamation issued on the 6th September, 1904, and published in the 1904 *New Zealand Gazette* at page 2155, an area of 1 acre 0 roods 24 perches was taken in Orakei No. 1 Reserve for the purposes of a road, leaving a balance area of 38 acres 3 roods 16 perches.

3. The Crown at various dates entered into arrangements with the individual owners or their successors for the purchase of their interests, and from time to time orders were made by the Native Land Court partitioning out interests which had been or were to be purchased by the Crown.

Successive Proclamations were issued in respect of the several areas awarded to the Crown, and the Crown is now the owner of approximately 35 acres 3 roods 19·95 perches comprised in five subdivisions, namely :—

Block.	Area.		
	A.	R.	P.
Orakei No. 1 Reserve A	1	1	15
Orakei No. 1 Reserve B	1	0	11
Orakei No. 1 Reserve C 1	5	0	11
Orakei No. 1 Reserve C 2A 2	7	1	23·4
Orakei No. 1 Reserve C 2B 2	20	3	39·55
	35	3	19·95

The partition orders for Orakei No. 1 Reserve A and Orakei No. 1 Reserve B are embodied in the provisional register under the Land Transfer Act, 1915, the references being Vol. 135, folio 3, Vol. 135, folio 4, Auckland Land Registry, respectively. Against both these titles the Proclamations proclaiming the land comprised therein to be Crown land have been registered. A certificate of title, Vol. 469, folio 233, Auckland Land Registry, issued on the 11th June, 1928 for Orakei No. 1 Reserve C 1 and the appropriate Proclamation has been registered by the District Land Registrar.

4. The interests of the Natives who have not disposed of their interests to the Crown have been located in the following subdivisions :—

Block.	Area.		
	A.	R.	P.
Orakei No. 1 Reserve C 2A 1	1	0	11·1
Orakei No. 1 Reserve C 2B 1	1	2	11·95
	2	2	23·05

5. In addition to these two areas remaining to the Natives there is a church and cemetery reserve containing approximately 1 rood 13 perches. This block was, by order made by the Native Land Court on the 31st August, 1928, pursuant to the provisions of section 5 of the Native Land Amendment and Native Land Claims Adjustment Act, 1921-22, vested, with the buildings thereon, in three persons—namely, Ngapipi Reweti, Hira Pateoro, and Maki Waata—“ as trustees to hold in trust for the purposes of a church and burial-ground for the use of the Native people residing at Orakei and such others as the trustees may from time to time determine.” No question arises as to this reserve.

6. Summarized, the position as between the Crown and the Natives as to ownership is:—

Block.	Area.			Total Area.		
	A.	R.	P.	A.	R.	P.
Crown areas—						
Orakei No. 1 Reserve A	1	1	15			
Orakei No. 1 Reserve B	1	0	11			
Orakei No. 1 Reserve C 1	5	0	11			
Orakei No. 1 Reserve C 2A 2	7	1	23.4			
Orakei No. 1 Reserve C 2B 2	20	3	39.55			
				35	3	19.95
Native areas—						
Orakei No. 1 Reserve C 2A 1	1	0	11.1			
Orakei No. 1 Reserve C 2B 1	1	2	11.95			
Church and Cemetery Reserve	0	1	13			
				2	3	36.05
				38	3	16.00

It should be mentioned that the areas given for Orakei No. 1 Reserve C 2B 1, Orakei No. 1 Reserve C 2B 2, and the church and cemetery reserve are not precise because the survey of those subdivisions has not been completed at the date of this report.

7. The various subdivisions of the Orakei No. 1 Reserve are shown on the plan attached to my report (Appendix A).

HISTORY OF THE PURCHASE.

8. A brief account of the circumstances leading up to the Crown's purchase of the Orakei Block is necessary.

- (a) From 1900 to 1905 leases of various subdivisions comprising the major portion of the Orakei Block had been granted by the Native owners to Europeans. These are referred to in the interim report by the Native Land Commission on the Orakei Native Reserve, dated the 30th July, 1908, and in the same Commission's interim report dated the 2nd October, 1908, correcting and amending the earlier report (see Appendices to the Journals of the House of Representatives, 1908, G.—1P and G.—1U).
- (b) Subsequently certain Native owners executed in favour of one Matthew Henderson and other Europeans transfers covering an area of 387 acres 1 rood comprised in seventeen subdivisions of the Orakei Block.
- (c) The Auckland City Council was concerned lest the lands in question should fall into the hands of private persons, and made representations to the Government that such measures as were thought necessary to protect the interest of the city should be taken. The Council envisaged the creation of a model suburb and promoted a Bill, known as the Orakei Model Suburb Empowering Bill. The purpose of the Bill was to enable the Council to acquire the whole of the Orakei Block with the exception of 11 acres 0 roods 3 perches, known as the Battery Reserve. It was introduced into the House of Representatives and accorded a first reading on the 1st August, 1912. The Local Bills Committee on the 23rd October, 1912, reported that the Bill be allowed to proceed. The Native Affairs Committee, however, after considering the Bill on the 1st November, 1912, recommended that, as it was of opinion that occupied land should not be taken from the Natives compulsorily except for public works, the Bill should not be proceeded with. The second reading was moved on the 5th November, 1912, but the Bill was dropped.
- (d) Meanwhile doubts had arisen as to the validity of the partition orders upon which the transfers were based. Proceedings were taken in the Supreme Court for the issue of a writ of prohibition directed to the Tokerau District Maori Land Board and Charles John Schnauer, executor of the will of John Olsen (deceased), prohibiting them from further proceeding with an application for confirmation under the Native Land Act, 1909, of a transfer from Hori Paerimu to John Olsen, of Orakei, No. 1G and 3G. The action was, by consent, removed into the Court of Appeal for argument and determination. The judgment delivered by the Court of Appeal on the 17th April, 1913, was for the defendants, the Court holding, in effect, that the partition orders were lawfully made.
- (e) The way having been thus cleared, applications for confirmation of the transfers were brought on for hearing by the Tokerau District Maori Land Board. The Crown was represented in the proceedings and opposed confirmation, one of the grounds being that the Crown desired to purchase. The Board declined to adopt this reason for refusal, but, nevertheless, it did, on the 28th June, 1913, refuse confirmation on the ground that the alienations were not in the interests of the Natives.
- (f) Cabinet had on the 23rd August, 1913, approved negotiations for the purchase of the Orakei Block, and on the 6th October, 1913, it again approved the purchase. The Native Land Purchase Board on the 25th October, 1913, resolved that "purchase as authorized by Cabinet resolution be completed subject to certificate of Crown Law Office as to interests proposed to be acquired being in order."

- (g) The work of purchase was entrusted to the Crown Solicitor at Auckland, the Hon. J. A. Tole, and it was carried out by Mr. Selwyn Mays, a barrister and solicitor of experience employed by the Crown Solicitor. It was arranged that Mr. Mays should have the benefit of the data and material collected by Messrs. Earl and Kent, who had been acting for the private purchasers, and that they should afford the Crown Solicitor information and assistance, and in some degree act in collaboration with him. Mr. Mays continued to act until November, 1916, by which time the greater part of the Orakei Block had been purchased by the Crown.
- (h) The purchase operations were then taken over by Mr. W. H. Bowler, who was Native Land Purchase Officer in the Native Department. He continued to act until November, 1921, when he was succeeded in office by Mr. W. E. Goffe. By November, 1921, practically the whole of the interests in blocks other than the papakainga had been acquired by the Crown.

TITLE OF THE NATIVE VENDORS.

9. In the first place it is necessary to refer to the partition order made by the Native Land Court on the 10th January, 1898, by which certain Natives were declared to be the owners of Orakei No. 1 Reserve. In *Solicitor-General v. Tokerau District Maori Land Board*, (1913) 32 N.Z.L.R. 866 it was held by the Court of Appeal that the Native Land Court had, in 1898, jurisdiction to partition among the beneficial owners thereof the land known as Orakei Block held in trust in accordance with the Orakei Native Reserve Act, 1882, and that the effect of the partition orders was to give to the persons therein named a statutory right to a Land Transfer certificate of title to the parts allotted, and that as by virtue of sections 207 to 210 of the Native Land Act, 1909, all restrictions upon alienation other than alienation of equitable interests had been removed, the holders of such certificates of title were free to alienate the land therein contained.

This decision applies to Orakei No. 1 Reserve, or the papakainga.

I accept the authority of this decision, and proceed upon the view that the individual Natives named in the partition order of the 10th January, 1898, or their duly appointed successors, were competent to alienate to the Crown their interests in Orakei No. 1 Reserve, subject to any restrictions or conditions imposed on such alienation by the Native Land Act, 1909. The validity of the partition order cannot now be impugned: the Native Land Act, 1931, section 51.

STATUTORY REQUIREMENTS.

10. The statutory provisions in force at the time when the Orakei purchase was undertaken are to be found in Part XIX of the Native Land Act, 1909, and in sections 107 to 113 of the Native Land Amendment Act, 1913.

11. For the purpose of the administration of the Part of the Act relating to purchases of Native land by the Crown there was constituted, by subsection (1) of section 361 of the Native Land Act, 1909, a Board called the Native Land Purchase Board, consisting of the Native Minister, the Under-Secretary for Crown Lands, the Under-Secretary of the Native Department, and the Valuer-General. Meetings of the Board might be summoned by the Native Minister, and thereat three members of the Board should constitute a quorum: section 361 (2) and (3). Section 362 provided that the duty of the Native Land Purchase Board should be to undertake, control, and carry out all negotiations for the purchase of Native land by the Crown and the performance and completion of all contracts of purchase so entered into by the Crown.

All the members of the Native Land Purchase Board were present at the meeting on the 25th October, 1913, when the Board resolved to purchase the Orakei Block. The minutes of that meeting were read and confirmed at a meeting held on the 22nd December, 1913.

The precise terms of the Board's resolution were "that purchase as authorized by Cabinet resolution be completed subject to certificate of Crown Law Office as to interests proposed to be acquired being in order." The proviso to the resolution was, in effect, the delegation to the Crown Law Office, as represented in fact by the Crown Solicitor at Auckland, of the duty of making essential inquiries as to the interests in the land which was the subject of the resolution.

12. By section 370 (1) of the Native Land Act, 1909, it was provided that when any Native land was owned for a legal estate in fee-simple by more than ten owners in common no Native owner thereof should be capable of alienating any interest therein to the Crown, otherwise than by way of a resolution of the assembled owners under Part XVIII of the Act. The papakainga was owned by more than ten owners. Prior, however, to the first purchase, on the 17th December, 1914, of an interest in the papakainga section 370 (1) was repealed by section 109 (7) of the Native Land Amendment Act, 1913. Thereafter it was open to the Crown to deal with individual owners.

13. Section 109 (2) of the Native Land Amendment Act, 1913, provided that "notwithstanding anything contained or implied in any part of the principal Act, and notwithstanding anything contained or implied in any other statute, the Crown may purchase, lease, or otherwise acquire any land as hereinbefore defined from the owner or owners thereof . . .". "Land" as specially defined in subsection (1) meant Native freehold land, and included any undivided share, estate, or interest held in joint tenancy or tenancy in common.

The Orakei No. 1 Reserve Block was Native land held in common by a number of Natives. Their interests therein were defined but undivided—that is to say, each owner had a determined share in the whole block, but not an exclusive right to any part of the block. The owner might dispose of his undivided interest in the land, or a part of such interest, but he might not, until his interest had been individualized by partition, dispose of a particular part of the block. These were the interests which the Crown might lawfully purchase.

METHOD OF PURCHASE.

14. The method adopted in the acquisition of interests in Orakei No. 1 Reserve may appropriately be dealt with here.

Generally, the transfer taken by the Crown from a Native was a transfer of his undivided share or a determinate part thereof for the consideration expressed in the transfer.

In four cases, however, the transfers are accompanied by modifying agreements. These were the transfers by Te Rere Arama, Mere Paora Tuhaere, Mata Hare Terewai, and Rotana Ropiha Reihana. Put briefly, the procedure was as follows: The Native vendor would sign a memorandum of transfer expressed to be of the whole of her interest in the block, or of a definite part thereof, for a named consideration, being the price for that interest, but a collateral agreement was signed at the same time under which it was stipulated that 1 acre, or whatever was desired, was reserved, and that the real consideration for the sale should be not the amount named in the transfer, but a sum which was the figure named in the transfer less an amount proportionate to the area reserved.

In each case, however, agreements were subsequently made modifying the earlier arrangements, either by reducing the area to be reserved or by cancelling any right to reserve, until in the end the transfer became effective to pass to the Crown the whole interest referred to therein for the full consideration mentioned in the transfer. Except in the case of Rotana Ropiha Reihana, later agreements executed by the persons mentioned provided for payment by the Crown for the improvements on the land belonging to the vendors. Such payments for improvements were duly made, and, in the result, the Crown acquired the whole of the Native vendor's interest in the land included in the transfer and in the improvements thereupon.

By way of illustration, the transfer taken from Te Rere Arama, and the agreements collateral therewith, may be considered.

- (a) On the 24th August, 1915, Te Rere Arama executed a memorandum of transfer of all her interest in Orakei No. 1 Reserve, both as an original owner and as a successor to Hori Winiata, for the sum of £717. Contemporaneously, she signed a memorandum which was also signed on behalf of His Majesty the King. This recited that Te Rere Arama was entitled to a share or interest in Orakei No. 1 Block and was desirous of selling to His Majesty the King the whole of her interest, after reserving to herself 1 acre of land on which her two dwellinghouses were built; that the Crown was willing to purchase the interest subject to such reservation; and that, because of the absence of a partition order, the purchase and reservation as agreed upon by the parties could not for the time being be given effect to by direct transfer, His Majesty the King and Te Rere Arama effected the following arrangement—namely, that Te Rere Arama, when called upon on behalf of His Majesty the King, would apply for a partition of her interest; that immediately on partition she would execute a memorandum of transfer of the whole of her interest, after reserving to herself 1 acre, together with the two dwellinghouses thereon; and that the consideration to be expressed in the transfer to be executed should be £477, that is to say, so long as Te Rere Arama reserved the right to cut out for herself 1 acre and the dwellinghouses, His Majesty the King should be liable to pay her £477 and no more for the residue of her interest in the said land. The agreement also provided that the consideration of £717 expressed in the memorandum of transfer executed that day did not include the value of the two dwellinghouses, and that, until the execution of the further memorandum of transfer, Te Rere Arama was entitled to the possession, occupation, and profits of the said 1 acre and dwellinghouses free of all rent or other charges, and should have all the benefits of complete ownership thereof, but that His Majesty the King should not be liable for the payment of interest, rates, or other imposition whatever.
- (b) On the 29th September, 1916, a further agreement was signed providing for the payment of a sum of £120 over and above the £477, Te Rere Arama now reserving merely half an acre.
- (c) A memorandum dated 4th January, 1917, recited payment of £60 for a quarter of an acre, bringing the total amount to £657, and declared that all that Te Rere Arama now reserved was one-quarter of an acre upon which the two houses stood.
- (d) By memorandum dated 31st January, 1917, the receipt of a further £60 in payment for all her remaining interest in the block was acknowledged, bringing the total payment up to £717, the amount named in the original transfer. It was declared that in consideration of such payment Te Rere Arama surrendered the whole of her interest in the block, and that if, on partition by the Native Land Court, the portion of the land upon which her two houses and outbuildings stood was awarded to the Crown, a further sum equivalent to the value of such houses and buildings as assessed by the Valuer-General was to be payable by the Crown to Te Rere Arama.
- (e) By memorandum executed on the 3rd March, 1921, Te Rere Arama acknowledged that she had received payment for all her interest in the land, and in consideration of a further £300, the receipt of which was thereby acknowledged, transferred to His Majesty the King the whole of her interest in all and every of the buildings, erections and other improvements on the land.

The result, therefore, was that Te Rere Arama transferred the whole of her interest in the land and improvements to the Crown, without any reservation, and received payment therefor. It should be mentioned that the payment of £300 made in respect of improvements covered one house only, the other house having been destroyed by fire in 1917.

The history of this transaction is typical of the arrangements which were made in the other cases in which there were collateral agreements.

In addition to the cases mentioned above, there is another—that of Merea Kingi—where the transfer is accompanied by a memorandum. Merea, on the 14th February, 1918, executed in favour of the Crown a transfer covering three-quarters of her interest in the papakainga. The collateral memorandum contains a provision for the payment for improvements similar to that appearing in Te Rere Arama's case outlined above. Following the partitioning of her interests into Orakei No. 1 Reserve B, Merea Kingi, on the 14th December, 1918, executed a transfer of the whole of her interest therein to the Crown, including her improvements.

15. Where the arrangements made were evidenced by a memorandum of transfer accompanied by collateral or modifying agreements, the documents together truly expressed the mind and intention of the parties. There were reasons of convenience why in particular cases such a conveyancing practice was adopted. If a vendor desired to sell all his interest except a certain area which he was desirous of reserving to himself, a difficulty at once presented itself, for he held with others only undivided shares in the land. He might not point to any particular area as that which he sold, because he sold only his undivided interest with others, and, equally, he could not say that a certain area was that which he reserved, because that area might not necessarily be allocated to him on partition. Until his undivided interest had been partitioned out it was not practicable to locate and survey any specified area and say that was his to dispose of, and that area of land was what he sold and another was what he retained.

It was possible for a Native owner to have his interest partitioned out and to make his reservation and to sell the balance. Such a method might have been adopted, but it would have interposed delays.

INSTRUMENTS OF TRANSFER.

16. I have personally perused the instruments of transfer held by the Crown in respect of purchases in the papakainga, and there is only one which calls for comment otherwise than as appears in paragraph 17.

The transfer signed by Mata Hare Terewai on the 3rd November, 1916, is from her "as successor to Nia Hare Terewai, Hori Winiata, and as an owner." If "as an owner" means as an original owner—*i.e.*, declared to be an owner by the partition order of the 10th January, 1898—then there is not included in the transfer her interest as successor to Toko Reweti. This purchase was arranged by Mr. Mays, who, on relinquishing the position as purchasing agent, made a memorandum which is dated 28th February, 1916, but obviously in error for 28th February, 1917. In it he refers to a collateral agreement which provides for a consideration of £345 being reduced to £230 if a half-acre and the house thereupon is reserved. He, however, notes that "the above transfer does not include the interest derived by the said Mata Hare Terewai as a direct successor to Toki Reweti and as a successor to Toki Reweti through Nia Hare Terewai."

The final agreement executed on the 8th September, 1921, refers to the said Mata Hare Terewai having signed a transfer of the whole of her interest in Section No. 1 of the Orakei Block, the consideration expressed being £345, and to her having, on the same date, signed a collateral memorandum whereby it was indicated that the vendor had received in all £230 only, she retaining an interest in the land equivalent to half an acre. It is provided that "in consideration of the sum of £115 (the receipt whereof is hereby acknowledged) the vendor doth hereby confirm and assure unto His Majesty the King all right, title, and interest to which she is entitled, and doth hereby affirm that the said memorandum of transfer shall be fully applicable to the whole of her right title and interest in the said land." The agreement further witnesses "that all instruments hitherto executed by the vendor shall be deemed to be and are hereby modified or amplified accordingly," and that the vendor admits the said payment of £115 completes the full and final payment in respect of her interest in the land.

I think it is doubtful, assuming the truth of the memorandum made by Mr. Mays, whether the mind of this Native was ever, subsequent to the signing of the original transfer, explicitly directed to the consideration for the whole of her interest, including that part which she derived as a direct successor to Toko Reweti and as a successor to Toko Reweti through Nia Hare Terewai—namely, one-sixth share. The Crown has adopted the view that this interest was included in the transfer and the relevant Proclamation is based upon this assumption. If this is the correct view, then the Native owner has received payment only of £345 and not payment proportionate to the additional interest, which was not, according to Mr. Mays, included in the transfer. Neither Mr. Mays' memorandum nor the collateral agreement makes provision for any deduction from the £345 in respect of this interest, should it not be included. I infer that the sum named in the transfer was the sum paid for her interest, less that part which came to her from Toko Reweti (one-sixth share), and that in the result the Native seller has not been paid for her full interest in the Orakei No. 1 Reserve, for she has received only £345, although she should, if paid at the same rate, have received for her total interest the sum of approximately £458 5s. 8d. This inference is confirmed by a letter dated 7th May, 1917, from Mr. Mays to Mr. Bowler, the Land Purchase Officer, in which he says, with reference to an order: "It indicates Mata's willingness to sell her interest in Section No. 1 Orakei as a successor to Toko Reweti deceased (called Toko Re 45B in the order). You will remember that this is the interest which I omitted to purchase when acquiring Mata's interests in Section 1." It may be noted that Rotana Ropiha Reihana had the same share in the papakainga as Mata Hare Terewai—namely, 89/132 share. On the 3rd November, 1916, she sold her interest, excepting one-sixth share, to the Crown for £345, this being the same consideration as was expressed in the transfer from Mata. Rotana sold the remaining one-sixth share to the Crown on the 3rd February, 1917, for £63 4s. 1d.

The position then is that the Crown has, in this particular instance, acquired an interest for which it has not, in fact, paid. I shall return to a consideration of this matter when dealing with the fourth question.

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 Ngapiipi 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 Ngapiipi Reweti is concerned, this is immaterial, for his signature was attested by a Commissioner of the Native Land Court, who certified that Ngapiipi 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.

(f) Transfers with corrections.

In two transfers there is a correction in the date of the execution and in another a correction of a share, and in a fourth, correction of a name. The correction of the share is of little importance, having regard to the terms of the transfer, and the other corrections are really immaterial.

None of the above matters is worthy of serious notice, and they are mentioned only because it appears that they have been treated at times as matters of substance, whereas in reality they are trifling.

19. In general, the collateral and modifying agreements to which reference has hitherto been made were executed in accordance with the provisions of section 215 of the Native Land Act, 1909. There are four exceptions :—

(a) Agreements executed by Te Rere Arama :—

Although translations accompany two agreements executed on the 29th September, 1916, and the 3rd March, 1921, respectively, and are obviously in terms such that they could be certified, they do not in fact bear a certificate of correctness by a licensed interpreter of the first grade.

(b) Agreements executed by Mata Hare Terewai :—

(i) The signature of Mata Hare Terewai to a memorandum executed on the 1st July, 1920, in which she acknowledges receipt of certain payments for her house and surrenders to His Majesty the King all her right and title to the house, is witnessed by Mr. Bowler, who was a Commissioner of the Court, and by another who, however, was not a licensed interpreter of the first grade. The translation of the contents of the document is not, as it might have been, certified as correct by an interpreter. The memorandum relates solely to a house.

(ii) The final memorandum of the 8th September, 1921, was executed by Mata Hare Terewai at Rarotonga, where she was then resident, being married to a Rarotongan. Her signature was attested by the Registrar of the Native Land Court and Official Interpreter, Rarotonga, and by the Clerk and Interpreter, Native Land Court, Rarotonga. Neither of them was an official witness as mentioned in section 215, nor a licensed interpreter of the first grade under the Native Land Act, 1909. There is a certificate that the effect of the memorandum was explained to Mata Hare Terewai before she executed the same and that she appeared fully to understand its purport and effect. Although the requirements of the Act were not fulfilled, the procedure followed substantially corresponded with that prescribed. Any objection is one of technicality only.

20. There are, then, a number of instances where the formalities appointed for the due execution of instruments of alienation were not observed, but in no one of these can it be said that the interests of the Native vendors were prejudicially affected.

21. By section 372 of the Native Land Act, 1909, it was provided that no interest of a Native in Native land should be purchased by the Crown under the authority of Part XIX of the Act (relating to purchases by the Crown) at a price which was less than the amount at which the capital value of the interest was valued under the Valuation of Land Act, 1908, in the district roll in force under that Act at the time of the contract of purchase. If no such valuation was then in force, the Native Land Purchase Board was to require the Valuer-General to make a special valuation of the interest proposed to be acquired, and the interest was not to be purchased at a price less than the amount at which it was so valued.

The question as to whether this provision was duly observed is the subject of special inquiry later. It is sufficient to say at this point that the section contained a provision that no purchase should be invalidated by any disregard of its requirements.

22. Section 373 (1) of the Native Land Act, 1909, provided that, save in the case of a purchase made in pursuance of a resolution of the assembled owners duly confirmed under Part XVIII of the Act, a purchase of an interest in Native land should not be made by the Native Land Purchase Board unless the Board was satisfied that no Native would become landless within the meaning of the Act by reason of that purchase; and it should be the duty of the Board to make due inquiry in that behalf.

The duty of inquiry imposed on the Board was reiterated in, and the means of its fulfilment were prescribed by, subsection (10) of section 109 of the Native Land Amendment Act, 1913. This runs: "It shall be the duty of the Native Land Purchase Board, before completing a purchase of the interest of any Native owner in any land, to ascertain that such purchase will not render the selling Native landless within the meaning of the principal Act. The Native Land Purchase Board shall in each case obtain from the Registrar of the Native land district or districts in which any lands owned by the selling Native are situated particulars of all land in which such Native is beneficially interested."

I shall later consider whether the Board discharged the duty imposed upon it. Whether it did or did not is not germane to the question now in issue, for by virtue of subsection (2) of section 373 no purchase was invalidated by the failure to carry out that duty.

INTERESTS ACQUIRED BY THE CROWN.

23. Interests acquired by the Crown in the papakainga were on successive partitions located in the following subdivisions :

Block.	Date of Partition Order.
Orakei No. 1 Reserve A	9th October, 1918.
Orakei No. 1 Reserve B	11th October, 1918.
Orakei No. 1 Reserve C 1	19th March, 1920.
Orakei No. 1 Reserve C 2A 2	11th November, 1927.
Orakei No. 1 Reserve C 2B 2	18th December, 1928.

With regard to Orakei No. 1 Reserve C 2B 2 it is to be observed that there were included in that block the interests of six Natives in Orakei No. 1 Reserve C 2B, which had been acquired by the Crown by way of exchange for Crown interests in Orakei No. 4A 2. The orders of exchange made by the Native Land Court are dated as of the 31st August, 1928.

Attached to my report (Appendix B) is a schedule which traces the devolution of the interests defined in the partition order dated the 10th January, 1898, for Orakei No. 1 Reserve, and discloses how by purchase or by purchase and exchange the Crown ultimately became the owner of the Native interests which were located on partition in the subdivisions mentioned.

In the case of Orakei No. 1 Reserve C 2A 2 His Majesty the King was by the partition order declared to be the owner. In respect of the other subdivisions the partition orders were made in favour of a Native or of Natives, but in each case the Crown held transfers or transfers and agreements covering their interests. This is subject to the qualification that the interests in Orakei No. 1 Reserve C 2B, which the Crown acquired by way of exchange, were shown in the partition order for Orakei No. 1 Reserve C 2B 2 as one combined share in the name of His Majesty the King.

PROCLAMATIONS.

24. Section 374 of the Native Land Act, 1909, provided :—

“(1) All Native land purchased by the Crown under the authority of this Act shall on becoming vested in severalty in the Crown become Crown land subject to the provisions of the Land Act, 1908, and shall be proclaimed as such by the Governor, and shall thereafter be administered and dealt with accordingly.

“(2) A Proclamation made under this section shall be conclusive as to its own validity and shall not be questioned in any Court, whether on the ground of want of jurisdiction or otherwise ; but any such Proclamation made in error may be at any time amended or revoked by the Governor.

“(3) All such land shall nevertheless continue to be subject to any lease, license, or charge in existence at the date of the purchase and not acquired by or surrendered to the Crown.”

By section 14 of the Native Land Amendment Act, 1914, the said section 374 was repealed, and the following provision, which came into force on the 5th November, 1914, was substituted therefore :—

“(1) Whenever the Governor is satisfied that the purchase of any Native land has been duly completed by or on behalf of the Crown under the authority of this Act, the Governor may issue a Proclamation that such land has become Crown land, and from the date of the gazetting of such Proclamation the land therein described shall be conclusively deemed to be Crown land, and shall thereafter be administered and dealt with accordingly. Such Proclamation shall be registered by the District Land Registrar or Registrar of Deeds, as the case may be, without the production of any instrument of disposition thereof to the Crown ; but all transfers and instruments of disposition shall be deposited with the District Land Registrar as soon as may be.

“(2) A Proclamation made under this section shall be conclusive as to its own validity, and shall not be questioned in any Court, whether on the ground of want of jurisdiction or otherwise ; but any such Proclamation made in error may be at any time amended or revoked by the Governor.

“(3) All such land shall nevertheless continue to be subject to any lease, license, charge, or particular or limited estate or interest in existence and vested in or enuring to the benefit of any person at the date of the purchase and not acquired by or surrendered to the Crown.”

The section last quoted, as modified or amended by section 6 of the Native Land Amendment and Native Land Claims Adjustment Act, 1924, and by section 11 of the Native Land Amendment and Native Land Claims Adjustment Act, 1925, has been repealed and re-enacted in section 454 of the Native Land Act, 1931. The modifications or amendments do not require to be taken into consideration here.

25. Pursuant to the authority of section 14 of the 1914 Act, or of section 454 of the 1931 Act, Proclamations were issued declaring to be Crown land the subdivisions of the Orakei No. 1 Reserve which are mentioned in paragraph 23 above. The dates of the publication in the *New Zealand Gazette* of the relevant Proclamations and the references to the page of the *Gazette* are as follows :—

Block.	Date of Gazette.	Page.
Orakei No. 1 Reserve A	24th October, 1918	3574
Orakei No. 1 Reserve B	16th January, 1919	91
Orakei No. 1 Reserve C 1	10th June, 1920	1928
Orakei No. 1 Reserve C 2A 2	17th May, 1928	1633
Orakei No. 1 Reserve C 2B 2	1st July, 1937	1551

26. With the exception of a part of the interest of Mata Hare Terewai—and it is to be noted that the Crown holds an agreement in respect thereof—I am satisfied that the Crown has acquired by purchase or exchange all the interests ultimately partitioned into the subdivisions of the Orakei No. 1 Reserve which were proclaimed Crown land, and that there is no interest in any land so proclaimed which has not been so acquired. From the date of each such Proclamation the land therein described is deemed conclusively to be Crown land.

27. Question 1 is, “Whether the Crown by its purchase of individual interests in the land known as Orakei No. 1 Reserve Block, being the whole of the land comprised and described in a partition order of the Native Land Court dated the 10th day of January, 1898, and/or in any of the subdivisions of the said block and by the subsequent Proclamation of any subdivision of such land as Crown land, obtained a good and valid title to such parcels of the said land or individual interests therein as had been purchased, freed, and discharged from all right, title, and interest of the Native vendors.” The answer is “Yes.” The Crown has, in fact, also acquired a good title to an interest in one subdivision for which it has not paid.

Question 2 : Whether anything existed in section 373 of the Native Land Act, 1909, to prevent the Native Land Purchase Board lawfully purchasing or which rendered any purchase invalid ?

28. Section 373 of the Native Land Act, 1909 provided :—

“(1) Save in the case of a purchase made in pursuance of a resolution of the assembled owners duly confirmed under Part XVIII of this Act, a purchase of an interest in Native land shall not be made by the Native Land Purchase Board unless the Board is satisfied that no Native will become landless within the meaning of this Act by reason of that purchase ; and it shall be the duty of the Board to make due inquiry in that behalf.

“(2) No purchase shall be invalidated by any breach of the requirements of this section.”

This section has been repealed and re-enacted in section 453 of the Native Land Act, 1931, in a slightly different form.

The Native Land Amendment Act, 1913, section 109 (10), provided :—

“It shall be the duty of the Native Land Purchase Board, before completing a purchase of the interest of any Native owner in any land, to ascertain that such purchase will not render the selling Native landless within the meaning of the principal Act. The Native Land Purchase Board shall in each case obtain from the Registrar of the Native land district or districts in which any lands owned by the selling Native are situated particulars of all land in which such Native is beneficially interested.”

According to section 2 of the Native Land Act, 1909, the term “landless Native” means, unless a contrary intention appears, “a Native whose total beneficial interests in Native freehold land (whether as tenant in fee-simple or as tenant for life and whether at law or in equity) are insufficient for his adequate maintenance.”

Subsection (1) of section 220 of the Native Land Act, 1909, provided that “No alienation shall be confirmed unless the Board or Court is first satisfied as to the following matters : . . . (c) That no Native will by reason of the alienation become landless within the meaning of this Act.” This was amended by the Native Land Amendment Act, 1913, section 91, by adding what the statute itself calls the following “exception” : “Excepting in cases where it appears to the satisfaction of the tribunal dealing with the application for confirmation that the land which is the subject of alienation is not, having regard to all the circumstances, likely to be a material means of support to such Native, and excepting in cases where the Native alienating is qualified to pursue some avocation, trade, or profession or is otherwise sufficiently provided with a means of livelihood.”

Section 220 was not operative so far as alienations in favour of the Crown were concerned, for such alienations, by virtue of the provisions of section 369 (2) of the Native Land Act, 1909, did not require to be confirmed by a Maori Land Board or the Native Land Court. Nor did the proviso introduced by section 91 of the 1913 Act in terms apply to section 109 (10) of that Act. That is to say, the qualification applied where the alienation was to a private person, but not where the Crown was the purchaser. There do not appear to be any reasons why the discretionary power vested in the Maori Land Boards or the Native Land Court should not have been vested in the Native Land Purchase Board. The Legislature itself later withdrew the distinction, and since 1931 the exception applies alike to purchases by the Crown and to purchases by private individuals.

29. Section 373 imposed a prohibition on the Native Land Purchase Board in respect of purchases calculated to render the Native vendor landless and also the duty of making inquiry to satisfy itself that its purchases did not have that effect. Subsection (10) of section 109 of the 1913 Act restated the Board's duty to ascertain that its purchase would not render the seller landless, and prescribed the means by which it might be enabled to discharge that duty. The two enactments are not in conflict and must be read together. The final result is that, even if the duty was not discharged and the prohibition ignored, a purchase was not invalidated.

30. The Native Land Purchase Board itself did not have before it particulars of other lands in which the Native sellers were beneficially interested. It did not as a Board, according to the evidence before me, consider the effect of each purchase and ascertain that the Native seller would not become landless by reason of the purchase. There is no evidence that it had before it any schedule of “other” properties such as was contemplated by section 109 (10) of the 1913 Act. The Board, acting as a Board, did not itself discharge the duty imposed by section 109 (10) of the Native Land Amendment Act, 1913. It was impossible for the Board to consider every detail arising in the course of a purchase of a block of Native land, and it had perforce to discharge its duty through others. The duty imposed by section 109 (10) was not, however, as will hereinafter appear, fully discharged by the purchase officers actually entrusted with the work. Information as to other lands was in the possession of the Crown's agent when the papakainga purchase was undertaken. Mr. Mays had a search of other lands when he commenced his purchases in the Orakei Block, and a schedule of other lands certified by him as a correct search was placed before the Tokerau District Maori Land Board on or before the 27th March, 1914. There is no evidence that such a schedule was in the possession of Mr. Bowler or of Mr. Goffe, but it is a fair inference that the Native Land Purchase Officers knew, in any event, approximately what other lands the Native vendors had. Mr. Bowler said that his instructions were to consider the position and not to buy the land and render the vendors landless. He said, “I paid due regard to this.” The instructions issued to Native Land Purchase Officers on the 18th September, 1916, directed their attention to the effect of the purchase rendering a Native landless, in these words : “The necessity for ascertaining that vendors will not be left landless and for deducting survey charges and Court fees wherever possible need scarcely be adverted to.” The files available since November, 1916, do not contain any material pointing to a consideration of the question whether the purchases would render the Natives landless and, but for the statement of a responsible officer that he paid due regard to this, I should have been disposed to think that in these purchases the requirements of

section 109 (10) of the Native Land Amendment Act, 1913, were forgotten. The departmental files and correspondence contain so little reference to the question of "landlessness" of the Native sellers, and so much in which that question is not even adverted to, that, having regard to the fact that Native sellers were undoubtedly rendered landless by certain purchases, I cannot escape the conclusion that the effect of the purchases was not seriously considered.

31. I propose to consider the effect of the sale by each Native of his papakainga interests. There is in this matter a wide margin for a difference of opinion, for there are many factors which might be pertinent to any inquiry into the question, as, for example, the manner in which the interests in lands are held—that is to say, whether held in severalty or in common with others; whether the interests are consolidated in one or two blocks or are scattered throughout a number of blocks; the value and location of the blocks in which the interests are held; and the mode of living of the Native—that is, whether in communal style or in what might be called "pakeha fashion." It is well-nigh impossible to lay down any hard-and-fast rule by which a Native may be adjudged landless or otherwise, but, having regard to the two essential criteria, area and value, I have come to the conclusion that in certain cases the purchases made by the Crown in Orakei No. 1 Reserve did in fact, beyond question, render the Native vendor landless.

32. In order to determine whether lands are capable of affording adequate maintenance for a Native it is primarily necessary to know not only what area of land he holds, but also, except where the area is large, something about its quality or nature. This information Land Purchase Officers will generally in a measure possess. There was little evidence before me as to the nature of the other lands in which the papakainga sellers were interested, but I have had ascertained, so far as has been possible, the value of each vendor's interests in such lands by reference to the Government valuations existing at the date nearest to the date upon which the Native sold his papakainga interest to the Crown.

Attached to my report (Appendix C) is a schedule setting forth the names of the sellers; the blocks of other land in which each vendor was an owner at the time he sold his interest, or major interest, in Orakei No. 1 Reserve to the Crown; the extent of his interests in other lands; the calculated value of such interests according to the Government valuation; and the year in which the valuation was made. The date of the sale, the area representing all papakainga interests sold, and the consideration therefor, are also given. Owing to the way in which the valuations appear in the roll it has been necessary in certain instances, in order to ascertain the value of the interest, to proceed by a series of calculations. It will be understood that the values given do not purport to be exact, but they may be taken to be sufficiently accurate for present purposes. No account has been taken of those persons whose interests in the papakainga were acquired by way of exchange, they having received an equivalent area in Orakei No. 4A 2 Block.

33. I now turn to a more detailed consideration of the effect of the sale of interests in the papakainga:—

- (a) In eleven cases the interest disposed of was less than one-eighth of an acre by calculation. Particulars of such interests are as follows:—

Vendor.	Area sold.		
	A.	R.	P.
Eruera Tahana Uruamo	0	0	7·24
Heni Hoterene	0	0	10·86
Hori Roera	0	0	13·75
Kioreiti Roera	0	0	12·94
Mereana Roera	0	0	9·66
Ngareta Tamihana Uruamo	0	0	10·85
Paipa Taierua	0	0	7·24
Piwara Tahana Uruamo	0	0	7·24
Rauputu Hoterene	0	0	10·86
Tiaho Roera	0	0	12·94
Waimapuna Paora	0	0	5·66

- (b) In thirteen cases the interest disposed of was over one-eighth of an acre and less than half an acre by calculation. Particulars of such interests are as follows:—

Vendor.	Area sold.		
	A.	R.	P.
Hiria Paora	0	1	21·14
Te Kooti Reweti	0	1	17·23
Koria Watene	0	1	11·61
Manuera Paora	0	1	21·13
Muri Watene	0	1	11·57
Ngakuku Paora	0	1	21·20
Ngapipi Reweti	0	1	17·23
Otene Paora	0	1	21·14
Piriniha Paora Reweti	0	1	1·37
Taoho Watene	0	1	11·61
Tataiarangi Watene	0	1	11·61
Timi Paora	0	1	21·20
Wi Pahaka Paora Reweti	0	1	1·37

(c) In two cases the interest disposed of was over half an acre and less than one acre by calculation. Particulars of such interests are as follows :—

Vendor.	Area sold.		
	A.	R.	P.
Te Hira Pateoro	0	2	18·60
Puti Rau Hoterene	0	2	36·99

(d) In ten cases the interest disposed of was over one acre by calculation. Particulars of such interests are as follows :—

Vendor.	Area sold.		
	A.	R.	P.
Hariata Whareiti	3	0	9·02
Hikiera Taierua	3	0	5·39
Hori Paerimu	3	0	19·88
Mata Hare Terewai	2	0	2·39
Mere Paora Tuhaere	2	3	18·23
Merea Kingi	1	0	11·14
Te Rere Arama	3	0	9·02
Rotana Ropiha Reihana	2	0	2·39
Tumanako Reweti	1	1	36·29
Wiremu Watene Tautari	7	2	16·04

34. I proceed to consider whether the sale left the selling owner landless. The term "landless" has in my report the special meaning given to it by the Native Land Act, 1909. It does not necessarily mean without possessing any land; it means without possessing an interest in land sufficient for adequate maintenance. Save in respect of the first group of vendors given in the last preceding paragraph, I have found it necessary to view the circumstances of each Native separately :—

(a) Sales of less than one-eighth of an acre.

Interests of a calculated area of less than one-eighth of an acre are small enough to be negligible for present purposes. The sale made no real difference to the Native seller. This observation applies to eleven sales.

(b) Sales of more than one-eighth of an acre and less than half an acre :—

(i) *Hiria Paora* : Her other lands were of a calculated area of 141 acres 2 roods 39 perches and of a calculated value of £188 13s. She was not rendered landless by the sale.

(ii) *Te Kooti Reweti* : His other lands were of a calculated area of 120 acres 1 rood 37 perches and of a calculated value of £948 2s. He was not rendered landless by the sale.

(iii) *Koria Watene* : His other lands were of a calculated area of 20 perches and of a calculated value of £1 9s. 6d. His interest was sold for £50. He was landless before the sale.

(iv) *Manuera Paora* : His other lands were of a calculated area of 156 acres 22 perches and of a calculated value of £230 9s. 5d. He was not rendered landless by the sale.

(v) *Muri Watene* : His other lands were of a calculated area of 3 acres 23 perches and of a calculated value of £14 13s. 4d. His lands by themselves were inadequate for his maintenance, but, by virtue of the sale of land for £86 18s. 6d. and of a house for £600, he became landless.

(vi) *Ngakuku Paora* : His other lands were of a calculated area of 152 acres 12 perches and of a calculated value of £269 8s. 6d. He was not rendered landless by the sale. A subsequent sale by this Native was confirmed by the Tokerau District Maori Land Board.

(vii) *Ngapipi Reweti* : His other lands were of a calculated area of 7 acres 1 rood 23 perches and of a calculated value of £28 16s. His interest was sold for £50. He was landless before the sale.

(viii) *Otene Paora* : His other lands were of a calculated area of 178 acres 2 roods 16 perches and of a calculated value of £267 12s. 6d. He was not rendered landless by the sale.

(ix) *Piriniha Paora Reweti* : His other lands were of a calculated area of 11 acres 2 roods 21 perches and of a calculated value of £30 5s. 6d. His interest was sold for £69 15s. 7d. He was landless before the sale.

(x) *Taoho Watene* : His other lands were of a calculated area of 22 acres 33 perches and of a calculated value of £30 16s. 11d. His interest was sold for £50. He was landless before the sale.

(xi) *Tataiarangi Watene* : His other lands were of a calculated area of 21 acres 2 roods 20 perches and of a calculated value of £33 15s. 11d. His interest was sold for £50. He was landless before the sale.

(xii) *Timi Paora* : His other lands were of a calculated area of 166 acres 2 roods 6 perches and of a calculated value of £313 15s. 7d. He was not rendered landless by the sale.

(xiii) *Wi Pahaka Paora Reweti* : His other lands were of a calculated area of 2 acres 1 rood 31 perches and of a calculated value of £21 8s. His interest was sold for £69 14s. 10d. He was landless before the sale.

Of these thirteen vendors, then, one was rendered landless by the sale, six were already landless, and six were not rendered landless.

(c) Sales of more than half an acre and less than one acre :—

(i) *Te Hira Pateoro* : His other lands were of a calculated area of 7 acres 2 roods 7 perches and of a calculated value of £227 14s. 7d. He was not rendered landless by the sale.

(ii) *Puti Rau Hoterene* : Her other lands were of a calculated area of 7 acres 37 perches and of a calculated value of £255 12s. 6d. She was not rendered landless by the sale. A subsequent sale by this Native was confirmed by the Tokerau District Maori Land Board.

(d) Sales of more than one acre :—

(i) *Hariata Whareiti* : Her other lands were of a calculated area of 174 acres 1 rood 32 perches and of a calculated value of £218 7s. She was not rendered landless by the sale.

(ii) *Hikiera Taierua* : His other lands were of a calculated area of 10 acres 30 perches and of a calculated value of £24 4s. 2d. He was rendered landless by the sale.

(iii) *Hori Paerimu* : His other lands were of a calculated area of 9 acres 1 rood 3 perches and of a calculated value of £43 8s. 4d. He was rendered landless by the sale.

(iv) *Mata Hare Terewai* : She had no other lands and she was rendered landless by the sale. She was a married woman residing in Rarotonga before the sale, and she returned to Rarotonga after a visit to New Zealand.

(v) *Mere Paora Tuhaere* : Her other lands were of a calculated area of 167 acres 28 perches and of a calculated value of £913 14s. 6d. She was not rendered landless by the sale.

(vi) *Merea Kingi* : Her other lands were of a calculated area of 52 acres 22 perches and of a calculated value of £138 11s. 7d. and may be sufficient.

(vii) *Te Rere Arama* : Her other lands were of a calculated area of 126 acres 4 perches and of a calculated value of £151 8s. 8d. and may be sufficient.

(viii) *Rotana Ropiha Reihana* : She had no other lands and she was rendered landless by the sale. This Native was resident in Rarotonga.

(ix) *Tumanako Reweti* : Her other lands were of a calculated area of 143 acres 1 rood 23 perches and of a calculated value of £285 7s. 6d. She was not rendered landless by the sale.

(x) *Wiremu Watene Tautari* : At the time when he first sold an interest in the papakainga his other lands were of a calculated area of 538 acres 1 rood 10 perches and of a calculated value of £836 14s. 10d. On the 10th July, 1923, by which date Wiremu had sold to the Crown an interest in the papakainga equivalent to an area of 3 acres 2 roods 0.12 perches valued at £946 2s. 10d., leaving an area of 4 acres 15.92 perches with a value of £1,105 12s. 1d., the Tokerau District Maori Land Board confirmed the sale by him of the Nukuroa 1r 1 Block containing 521 acres 16 perches valued at £800. Wiremu subsequently disposed of his remaining interests in the papakainga piecemeal, but he may be regarded as not having been rendered landless until the final sale on 22nd June, 1926, when he alienated an interest worth £250 10s. He was rendered landless by the sale.

Of these ten vendors, then, five were rendered landless by the sale.

35. The general result of sales of interests in the papakainga to the Crown, disregarding the doubtful cases, is that six Native vendors—namely, Muri Watene, Hikiera Taierua, Hori Paerimu, Mata Hare Terewai, Rotana Ropiha Reihana, and Wiremu Watene Tautari—were rendered landless within the meaning given to that term by the Native Land Act, 1909. Two of these—Mata Hare Terewai and Rotana Ropiha Reihana—were resident out of New Zealand, living in Rarotonga.

36. Question 2 is, "Whether there was anything contained in section 373 of the Native Land Act, 1909 (re-enacted in section 453 of the Native Land Act, 1931), which prevented the Native Land Purchase Board from lawfully purchasing the said land or any interests therein or which rendered any such purchases when made invalid." The answer is : The Native Land Purchase Board, by the Native Land Purchase Officer, did not in certain cases fully discharge the duty imposed by section 109 (10) of the Native Land Amendment Act, 1913, and purchased when, pursuant to section 373, a purchase should not have been made. No purchase was, however, rendered invalid thereby.

Question 3 : Whether there were any valid reasons why the Crown should have abstained from purchasing the interests of such of the owners as were willing to sell, and did sell, their interests to the Crown ?

37. The Natives were willing to sell and did sell, and had there been no Order in Council in force prohibiting alienations except to the Crown, the interests of the Natives in the papakainga land, if not sold to the Crown, would most probably have been disposed of to private persons. The Crown had purchased the bulk of the Orakei Block subdivisions before it commenced to purchase interests in the papakainga. The papakainga, if not purchased, would shortly in the course of progress become an isolated Native settlement adjacent to a closely settled residential area. Most of the papakainga land is only four feet above the high-water mark. The Native occupiers must, in the interests of health, have been subject to the pressure of the requirements of the city in sanitation and in housing, and they could no longer, in such a locality, live the free life which they prefer.

38. Question 3 is, "Whether there were at the time such purchases were made, any valid reasons why the Crown should have abstained from purchasing the interests of those owners of the said land who were agreeable to sell, and did sell, their interests to the Crown." The answer is that in certain instances the purchase would render the Native landless and that was the reason why, in individual cases, as the law stood, the Crown should have abstained from purchasing the interests of certain Native sellers. There were, in my view, no other valid reasons.

Question 4 ; Whether fair and reasonable prices were paid to the Native vendors ?

STATUTORY REQUIREMENTS.

39. Section 372 of the Native Land Act, 1909, provided that no interest of a Native in Native land should be purchased by the Crown under the authority of Part XIX of the Act at a price which was less than the amount at which the capital value of that interest was valued under the Valuation of Land Act, 1908, in the district roll in force under that Act at the time of the contract of purchase. If no such valuation was then in force, the Native Land Purchase Board was to require the Valuer-General to make a special valuation of the interest proposed to be acquired, and the interest was not to be purchased at a price less than the amount at which it was so valued. No purchase was to be invalidated by any disregard of these requirements, but the deficiency in the purchase-money constituted a debt due by the Crown to the owner of the interest and recoverable accordingly in proceedings instituted within two years after that interest had become legally vested in the Crown.

VALUATIONS.

40. The sales of interests in the papakainga commenced in 1914 and continued until 1927. Particulars of the Government valuations made from time to time, as supplied by the Valuation Department, are as follows :—

- (a) Valuation appearing in the district valuation roll as at the 31st March, 1911, for Orakei No. 1 Reserve, containing 38 acres 3 roods 16 perches :—

	£
Capital value	7,780
Unimproved value	7,180
Improvements (Native houses, fencing, and grassing) ..	600

- (b) A special valuation as under was made on the 9th and 10th May, 1918, at the request of the Native Department. This valuation was recorded in the supplementary roll.

	£	£
Capital value	12,680	
Unimproved value	8,120	
Improvements—		
Buildings	4,410	
Fencing and grassing	150	
	—————	4,560

The District Valuer's report dated 13th May, 1918, from which the valuation was compiled, shows the value of each of the buildings on the papakainga.

- (c) On the 31st March, 1919, the sum of £3,960 was added to the district valuation roll for new improvements. The position then was :—

	£
Capital value	11,740
Unimproved value	7,180
Improvements	4,560

- (d) The district was revised as at the 31st March, 1920, and the assessment appearing in the district valuation roll for Orakei No. 1 Reserve thereafter was :—

	£	£
Capital value	15,200	
Unimproved value	10,640	
Improvements—		
Buildings	4,410	
Fencing and grassing	150	
	—————	4,560

- (e) The block having been subdivided, the valuation was apportioned, as on the 22nd August, 1921, between the several subdivisions, and the assessments appearing in the district valuation roll were as follows :—

Block.	Area.			Capital Value. £	Unimproved Value. £	Improvements. £
	A.	R.	P.			
Orakei No. 1 Reserve A and B ..	2	1	26	1,825	525	1,300*
Orakei No. 1 Reserve C 1 ..	5	0	11	2,600	1,650	950
Orakei No. 1 Reserve C 2 ..	31	1	19	10,775	8,465	2,310†
*Dwelling on Orakei No. 1 Reserve A ..				700		
Dwelling on Orakei No. 1 Reserve B ..				600		
†Eleven whares				2,160		
Fencing				50		
Clearing and grassing				100		

(f) As at the 26th July, 1928, an apportionment of the valuation for Orakei No. 1 Reserve C 2 was made. At the same time the sum of £890 was added for new improvements. The following are the assessments as shown in the district valuation roll :—

Block.	Area.		Capital Value.	Unimproved Value.	Improvements.
	A.	R. P.	£	£	£
Orakei No. 1 Reserve C 2A 1	1	0 11·1	1,225	300	925
Orakei No. 1 Reserve C 2A 2	7	1 23·4	2,795	2,050	745
Interests purchased in Orakei No. 1 Reserve C 2B	19	3 18·5	5,305	5,305	Nil
Non-sellers' interests in Orakei No. 1 Reserve C 2B	3	0 06	2,340	810	1,530

(g) The total valuation for Orakei No. 1 Reserve appearing in the district valuation roll on the 17th August, 1938, is as follows :—

	£
Capital value	16,090
Unimproved value	10,640
Improvements	5,450

41. Subsequent to the completion of the purchase of the papakainga interests, very large scale developments have taken place in the district. These have had the effect of increasing the value of the land. The waterfront road has been constructed, access to Orakei by two concrete bridges has been provided, and, within the Orakei Block, road-formation has been carried out and a sewerage system installed. The capital charges to the Department of Lands and Survey in respect of the works are :—

	£
Waterfront road to Orakei	84,000
Road to Whakatakataka Bay	13,603
Orakei Bridge	12,284
Internal roading and sewerage	116,522
Surveys and contingencies	4,483
Total expenditure	£230,892

Exclusive of any interest charge, the costing per acre works out at about £366. Inclusive of interest—eight years at 5 per cent.—the costing per acre is, roughly, £500.

The Auckland City Council expended approximately £200,000 in the construction of the waterfront road to Orakei, and this, added to the Lands Department's expenditure, totals £430,892. The embellishment cost on this figure, not including interest, is £700 per acre, or, with interest, £960 or thereabouts.

In addition, the Public Works Department has spent £26,000 on the waterfront road and on the roads and bridges giving access to Orakei.

42. In all cases the purchases made in the papakainga were of undivided interests. The buildings upon the land belonged to individuals and not to all the owners. Where the interest sold to the Crown was an interest in land only no difficulty arises in ascertaining the capital value of that interest. It is obviously equivalent to the owner's proportion of the total unimproved value. This can be obtained by apportioning the unimproved value of the whole block on the basis of the shares held by the owners. Where the Native vendor was also the owner of improvements sold to the Crown it is possible to arrive at a notional capital value of his interest by calculating the unimproved value and adding thereto the value of the improvements as assessed by valuers. In all instances where the owners sold improvements to the Crown the improvements were disposed of separately and apart from the land. In some cases the sale of the improvements took place much later. Where the valuation at the date of the sale of the land was different from the valuation at the date of the sale of the improvements it is not practicable to have regard to the capital value of the interest as determined by a certain valuation, and it is necessary to consider whether the price paid for the land was in accordance with the valuation in force when the land was purchased and whether the price paid for the improvements was in accord with the valuation when they were purchased.

PRICES PAID.

43. Attached to my report (Appendix D) is a schedule showing particulars of all the interests acquired by the Crown in Orakei No. 1 Reserve by way of purchase. There are set forth in successive columns the date of sale, the consideration for land and for improvements, the value of the block based on the purchase-money expressed in the transfer, the unimproved value of the block according to the Government valuation existing at the time of purchase, and the value of the interest acquired.

Certain of the valuations given in the schedule do not appear among the valuations set out in paragraph 40 above. They are calculated figures only. As the roll valuations were not apportioned by the Valuation Department to accord with the partitions made by the Native Land Court it has been found necessary to arrive at the value of certain subdivisions by apportioning the roll valuation appearing for a block among the subdivisions thereof. This has been done on the basis of area. The valuation appearing in the schedule for Orakei No. 1 Reserve C, £7,622, is calculated from the unimproved value of Orakei No. 1 Reserve as disclosed by the special valuation made in May, 1918. Similarly, the valuations shown for Orakei No. 1 Reserve C 2A and Orakei No. 1 Reserve C 2B, £2,285

and £6,180 respectively, are apportionments of the unimproved value of Orakei No. 1 Reserve C 2, as recorded in the district valuation roll on the 22nd August, 1921. It is to be observed that the apportionments do not correspond with those made by the Valuation Department as at the 26th July, 1928. The unimproved value for Orakei No. 1 Reserve C 2A, according to the assessments made by the Valuation Department, was £2,350, and for Orakei No. 1 Reserve C 2B, £6,115. No assessments for the particular subdivisions had been made by the Valuation Department at the time when the purchases were undertaken. The valuations arrived at by apportioning the value of the block amongst its subdivisions on an area basis may properly be adopted.

44. The particulars given in the schedule disclose that Mr. Mays proceeded with the acquisition of interests at a price which was generally in excess of the valuation in force. In some instances it was appreciably higher. On the other hand, certain of the purchases made by him were at a figure less than the calculated value of the interest. It seems clear that the prices were fixed by agreement. Nevertheless, unless the price paid equalled the amount at which the interest was valued, I think, having regard to the provisions of section 372 of the Native Land Act, 1909, it must be looked upon as a price less than that which should have been paid and less than a fair and reasonable price. Throughout the time Mr. Mays acted as purchasing agent, the valuation current was that appearing in the district valuation roll as at the 31st March, 1911, and this was subsisting when Mr. Bowler took over the purchase operations. Mr. Bowler proceeded with the purchase on the basis of the unimproved value as shown in that valuation, after making a deduction of an amount equal to the compensation awarded to the Natives for damages sustained through the erection of sewerage-works. The Valuer-General was requested by the Native Department to obtain a special valuation of certain blocks (amongst them being the papakainga), and this was duly made on the 9th and 10th May, 1918. The value for Orakei No. 1 Reserve as disclosed by the special valuation was regarded by the Under-Secretary of the Native Department as being high compared with the values of adjoining lands. The real value was not, in my opinion, less than the assessed value. Mr. Bowler was instructed thereafter to purchase interests in land on the unimproved value shown in that valuation and to make separate arrangements for the purchase of improvements. Subject to what is said later, Mr. Bowler and Mr. Goffe purchased on the basis of the valuations existing at the time.

DEDUCTION FOR SEWERAGE COMPENSATION.

45. Subsequent to the making of the valuation in 1911, and before any purchases were made, the owners of Orakei No. 1 Reserve, on the 5th December, 1912, were awarded, as against the Auckland and Suburban Drainage Board, compensation for the loss of enjoyment of land upon which a sewer was erected, £150; for severance, £75; for loss of access to sea and beach, £1,750; and for depreciation of value of building and residential sites through the existence of a sewer along the front and manholes therein and unsightliness, £275—a total of £2,250.

Certain interests in the papakainga were purchased by Mr. Mays at a price which was less than that at which the interest was valued. Mr. Mays, in assessing the value of the interests, may or may not have taken the amount awarded for sewerage compensation into account and made some adjustment in the valuation. The evidence is silent upon the matter. When Mr. Bowler was acting as Native Land Purchase Officer he deliberately made a deduction for the compensation in respect of certain interests purchased. No deduction was made in the case of any purchase effected subsequently to the special valuation of May, 1918.

46. There was, in my opinion, no reason why certain of the vendors should have received a price equal to, or in excess of, the value of the interest according to the valuation appearing in the district valuation roll, while others should have received a price calculated on that valuation less a deduction on account of the sewerage compensation. So long as the valuation appearing in the district valuation roll stood and a special valuation was not obtained, I think payment should have been made in accordance with the spirit of section 372 of the Native Land Act, 1909, and that the purchase-price for any interest should not have been less than its value calculated upon the unimproved value as appearing in the district valuation roll.

Hereunder are scheduled the cases where the vendor has not received a purchase-price equivalent to the value of his interest based upon the value actually appearing in the district valuation roll. The deficiency in payment appears in the fourth column:—

Vendor.	Consideration.	Value of Interest.	Difference.
	£ s. d.	£ s. d.	£ s. d.
Koria Watene	50 0 0	59 12 6	9 12 6
Mereana Roera	7 13 3	11 3 2	3 9 11
Ngakuku Paora	52 13 5	64 3 2	11 9 9
Ngapipi Reweti	50 0 0	66 2 2	16 2 2
Paipa Taierna	7 0 0	8 7 4	1 7 4
Taoho Watene	50 0 0	59 12 6	9 12 6
Tataiarangi Watene	50 0 0	59 12 6	9 12 6
Timi Paora	52 13 5	64 3 2	11 9 9
			<u>£72 16 5</u>

I recommend that the difference be paid to the Natives concerned.

There are two other cases in which the question of a deduction for sewerage compensation arises. These are considered in paragraph 47.

SUCCESSIVE ALIENATIONS.

47. In the case of Te Rere Arama, Mata Hare Terewai, Rotana Ropiha Reihana, and Mere Paora Tuhaere there was no immediate alienation of the whole interest referred to in the transfer. The alienation was in each case of that interest, less a part proportionate to the area reserved by the agreement collateral with the transfer. At a later date each Native entered into fresh arrangements whereby a part or the whole of the area reserved was transferred to the Crown, the result being that the whole interest mentioned in the original transfer was ultimately acquired by the Crown. There were, in substance, successive alienations in these cases. The fair and reasonable prices to be paid to the Native vendor must, in my view, accordingly be ascertained by reference to the valuation existing at the date of each successive alienation. These transactions may be considered in order. The purchase from Mere Kingi may also conveniently be dealt with here.

(a) *Te Rere Arama*—

This Native held $1\frac{1}{4}$ shares in the papakainga. On the 24th August 1915, she executed in favour of the Crown a transfer of the whole of that interest, the consideration expressed being £717. By collateral agreement she reserved to herself 1 acre, the consideration in the transfer being modified accordingly to £477. The price paid for the interest passing was in excess of its value calculated on the unimproved value as disclosed by the 1911 valuation—£380 0s. 11d. The subsequent agreements executed by Te Rere Arama on the 29th September, 1916, the 4th January, 1917, and the 31st January, 1917, had the effect of transferring to the Crown half an acre, a quarter of an acre, and the balance area, a quarter of an acre, respectively. The consideration for the sales was expressed to be £120, £60, and £60. Based on the unimproved value shown in the 1911 valuation, the values of the areas transferred were £92 8s. 2d., £46 4s. 1d., and £46 4s. 1d.

Te Rere Arama, then, received for her landed interest a price which was not less than the amount at which that interest was valued according to the valuation appearing in the district valuation roll.

(b) *Mata Hare Terewai*—

In dealing with Question 1, I referred to the transfer of Mata Hare Terewai's interest to the Crown, and expressed the view that she had not been paid for the whole of her interest. The interest for which she has not been paid comprises the share which she derived as a direct successor to Toko Reweti, one-twelfth share, and as a successor to the interest derived by Nia Hare Terewai from the same deceased, one-twelfth share—together, one-sixth share.

The interest which was affected by the transfer executed by Mata on the 3rd November, 1916, was 67/132 share. The consideration for that interest expressed in the transfer was £345, but by the collateral agreement she retained half an acre, the consideration in respect of the interest passing being reduced to £230, which, it might be observed, was in excess of the value of the interest according to the valuation in force. Applying the principle that the agreements made subsequently to the original transfers witnessed fresh alienations, I find that the half-acre reserved was not acquired by the Crown until the execution of the modifying agreement on the 8th September, 1921. For that interest Mata received £115, the balance of the consideration expressed in the original transfer. In my view, however, she was entitled to the sum of £162 15s. 3d., this being the value of the half-acre according to the valuation for Orakei No. 1 Reserve C1 appearing in the district valuation roll at the time of the execution of the agreement. The whole of Mata Hare Terewai's interest had been partitioned on the 19th March, 1920, into the subdivision mentioned.

For the one-sixth share, which also passed to the Crown under the same agreement, she should receive the sum of £162 1s. In all she is entitled to be paid the sum of £209 16s. 3d. arrived at thus :—

Shares.	A. R. P.	Date sold.	Consideration. £ s. d.
In own right	1/4		
As successor to Nia Hare Terewai (in own right)	1/4		
As successor to Hori Winiata	1/132		
	67/132 =	{ 1 2 02·74 3/11/16	230 0 0
		{ 0 2 00·00* 8/9/21	162 15 3†
As successor to Toko Reweti	1/12		
As successor to Nia Hare Terewai (deriving from Toko Reweti)	1/12		
	1/6	8/9/21	162 1 0†
			554 16 3
	Amount paid		345 0 0
	Difference		£209 16 3

* Reserved by collateral agreement of 3rd November, 1916.

† Based on unimproved value of £1,650.

I recommend that Mata Hare Terewai, or her successors, be paid the sum of £209 16 3d.

(c) *Rotana Ropiha Reihana*—

According to the transfer executed on the 3rd November, 1916, this Native sold the shares which she derived as successor to Ropiha Reihana and as a part successor to Hori Winiata—together 67/132 share—but by a collateral agreement she reserved to herself half an acre. The consideration expressed for the whole interest was £345, but for that interest, less the half acre reserved, it was £230. By memorandum executed on the 28th February, 1917, she surrendered the right to retain the half-acre and was paid the sum of £115, being the balance of the price stipulated in the original transfer. No increase in the valuation had then taken place. The prices for the interests sold compare favourably with the value of such interests calculated on the valuation in force.

Rotana Ropiha Reihana, however, had a further one-sixth share which she derived from Reihana Terewai. This interest she sold to the Crown by transfer executed on the 23rd February, 1917, the consideration being £63 4s. 1d. It appears that this figure was arrived at on the basis of the unimproved value, less the sewerage compensation. On the unimproved value the amount payable is £92 1s. Rotana Ropiha Reihana is entitled to be paid the difference between that amount and £63 4s. 1d.—namely, £28 16s. 11d.—and I recommend payment of that sum.

(d) *Mere Paora Tuhaere*—

It will suffice in this case, without detailing in full the manner in which the Native's interests were transferred to the Crown, to say that for the interest which passed under the transfer executed by her on the 3rd December, 1915, and for the three-quarters of an acre and the quarter of an acre which were surrendered under agreements executed on the 22nd December, 1916, and the 17th December, 1917, respectively, she was paid prices which were all in excess of the amounts at which those interests were valued.

(e) *Merea Kingi*—

This Native owned 63/176 share in Orakei No. 1 Reserve. In consideration of the sum of £101 16s. 2d. she executed, on the 14th February, 1918, a transfer of three-quarters of her interest (189/704 share) to the Crown. It seems that the value of the interest was calculated as on the unimproved value of the block less the sewerage compensation. If no account is taken of the compensation, she was entitled to receive the sum of £148 5s. 6d. for the partial interest sold to the Crown.

All her interest having been partitioned on the 11th October, 1918, into Orakei No. 1 Reserve B, Merea Kingi executed, on the 14th December, 1918, a transfer in favour of the Crown covering that interest. For the quarter-interest which remained to her from the previous sale (63/704 share) she was entitled to be paid on the basis of the special valuation made in May, 1918. The value of her interest, on the valuation referred to, was £55 17s. 11d., but in completing the negotiations with her, the Purchase Officer made an additional payment of £25 for her interests in the land, in view of the fact, according to the correspondence, that the bulk of the purchase-money in respect of the land had been calculated on a valuation made some years before.

Summarized, then, the position is as follows:—

	£	s.	d.	£	s.	d.
Consideration payable	148	5	6			
		55	17	11		
					204	3
						5
Amount paid	101	16	2			
		80	17	11		
					182	14
						1
Difference					21	9
						4

I recommend that the sum of £21 9s. 4d. be paid to Merea Kingi.

OTHER DEFICIENCIES.

48. The purchase-prices paid to two other Natives—namely, Te Hira Pateoro and Hiria Paora—are to be noticed:—

(a) *Te Hira Pateoro*—

Te Hira sold 9/220 share for £15 10s. 6d. on the 29th September, 1919. The price paid was clearly below the value of the interest as ascertained by reference to the valuation then in existence. I see no reason why his interest should have been purchased at such a figure. He received a price less than that generally paid at the time, and I conclude that, the price being less than the valuation supports and less than that generally paid, he has been underpaid and has not received a fair and reasonable price for his interest. The sum of £25 11s. should have been paid to bring the purchase-price up to the valuation, to bring it into conformity with that paid to others, and to bring it up to a fair and reasonable price. No reason appears for this difference. It may well be due to a calculation error, but, whatever the reason, I find in terms above. For his remaining interests he received prices which, in total, are very slightly in excess of the value. I recommend that the sum of £10 0s. 6d. be paid to Te Hira Pateoro's successors.

(b) Hiria Paora—

This Native sold 563/47520 share on the 14th June, 1920, for the sum of £7 7s. 11d. It is evident that the purchase-price was calculated as on the unimproved value disclosed by the special valuation made in 1918. At the date of sale, however, the valuation which was in force was the valuation of the 31st March, 1920, which showed an increase in the unimproved value. Adopting the value apportioned in 1921 to Orakei No. 1 Reserve C 2, in which subdivision Hiria's interest was located at the time of sale, I find that her interest was worth £9 10s. 10d. She has been underpaid to the extent of £2 2s. 11d., and I recommend payment of that amount to her.

49. The closest scrutiny of the prices paid by the Crown for certain interests has revealed slight deficiencies. Generally, however, the differences are so very small as to be negligible, and in Appendix D the purchase-price and the value have been shown as equal, except where an interest of any extent is involved—that of Wiremu Watene Tautari, for example. In no case other than those dealt with is any comment necessary.

PURCHASE OF IMPROVEMENTS.

50. The valuations made from time to time disclose that the improvements on the papakainga consisted of buildings, fencing, and clearing and grassing. The valuation appearing in the district valuation roll as at the 22nd August, 1921, for Orakei No. 1 Reserve C 2 shows the value of the fencing to be £50 and the clearing and grassing £100. No evidence was called as to who effected these improvements, and there is nothing before me to show to what extent (if any) the improvements have become the property of the Crown. Having regard to the fact that the prices paid by the Crown for certain interests located in Orakei No. 1 Reserve C 2 were sufficient to leave a margin to cover the value of any of those improvements which might be upon Crown land, I have not felt myself constrained, in considering the question of price, to take account of the value of the improvements mentioned.

51. There are six instances in which houses were purchased from Natives who sold their interests in the papakainga land to the Crown. The vendors and the prices paid for their buildings are:—

Vendor.	Purchase-price.
	£
Mata Hare Terewai	650
Mere Paora Tuhaere	700
Merea Kingi	600
Te Rere Arama	300
Muri Watene	600
Ngapipi Reweti	60

In respect of the first four mentioned, the purchase of the houses was provided for in the collateral or modifying agreements already discussed. Special arrangements were made for the purchase of houses from Muri Watene and Ngapipi Reweti.

These purchases may be separately considered:—

- (a) In the cases of Mata Hare Terewai, Mere Paora Tuhaere, and Merea Kingi, the prices paid were equivalent to the values of the houses as shown in the District Valuer's report of the 13th May, 1918.
- (b) Te Rere Arama's house was, according to the District Valuer's report, valued at £200. The price paid for it was £300. This was equal to the value as fixed by an officer of the Department of Lands and Survey at Auckland. The house had, at the time of the valuation by the officer of the Lands Department, been enlarged and was worth more than the figure appearing in the district valuation roll.
- (c) The District Valuer's report showed the value of Muri Watene's house to be £700. It appeared in the valuation as Wiremu Watene's house, but Muri, shortly before the sale was effected, exchanged his house for that belonging to Wiremu, his father. It was sold by Muri Watene on the 28th February, 1928, at a price of £600. A special valuation made on the 2nd February, 1928, showed the value of the house to be £700, but the price of £600 was fixed by the Commissioner of Crown Lands, North Auckland, and was the subject of agreement between the Native Land Purchase Officer and Muri Watene. However, £700 was the value of the house according to the valuation made, and I conclude that the sum paid, according to the true intent and spirit of section 372 of the Native Land Act, 1909, was less than the price it should have been by £100. I recommend that the sum of £100 be paid to Muri Watene.
- (d) Ngapipi Reweti was paid £60 on the 27th March, 1929, for a small structure which had been informally valued in 1927, but clearly on the high side, at £75, and the value fixed by agreement in his case seems near enough to the real value. This structure was erected after Ngapipi Reweti had disposed of all his interest in the papakainga.

52. In addition to the houses mentioned above, there were, or are, upon the Crown areas other buildings which belonged to Natives who sold all or part of their interest in the land and which have not been purchased. The following are the structures of which notice must be taken:—

- (a) An asbestos cottage marked "F" on Plan No. 12879 deposited in the Office of the Chief Surveyor at Auckland. This building is the property of Muri Watene. The value should be ascertained, and payment made to Muri Watene accordingly.

- (b) A cottage marked "N" on the same plan. The records show it to be owned by Te Hira Pateoro. This is an old building and appears to be the one shown in the District Valuer's report of the 13th May, 1918, as belonging to Joe Maggei (Mackay). Its value was given as £40, and this would be the roll valuation at the time when Te Hira last disposed of an interest in the papakainga on the 26th August, 1922. Its value should be paid to Te Hira Pateoro's successors.
- (c) A cottage marked "O" on the same plan, removed from the line of the waterfront road to adjoining Crown land and subsequently demolished. It belonged to Otene Paora. The value should be paid to his successors. I deduce that the roll valuation of the house was £100 when Otene Paora finally disposed of his interest to the Crown in 1926.
- (d) A cottage marked "Q" on the same plan. This belonged to Te Hira Pateoro, and its value should be paid to his successors. The roll valuation of the building when Te Hira last sold an interest was £150.
- (e) A cottage marked "S" on the same plan. This was owned by Otene Paora, who sold to the Crown in 1926. The roll valuation at the time of sale was £175. This amount should be paid to Otene Paora's successors.
- (f) A small store marked "T" on the same plan. It appears that the store, since removed comprised a building which belonged to Manuera Paora, who finally disposed of his interest to the Crown on the 15th February, 1926. If it should be found that this is the case, the value of the building as at that date should, if ascertainable, be paid to him or his successors. Otherwise, some price might be fixed by agreement.

In dealing with these buildings I have expressed certain views as to ownership. This has not been a matter of evidence before me, and it is not possible in this report to say with certainty who is entitled. I do not express, therefore, any final opinion as to who should receive the moneys, but no doubt if there is real dispute the Native Land Court might, if necessary, be given statutory authority to determine it. Payment might then be made to whomsoever is found to be really entitled.

I have also, in certain cases, indicated what I consider to be the roll valuation of the building at the time when the Native sold his interest in the land to the Crown. Unless it can be shown that the value is not that according to the district valuation roll, I think the person or persons entitled should be paid the sum mentioned.

I may add that in respect of the structures marked "N," "O," "Q," and "S" on Plan No. 12879, the Commissioner of Crown Lands on the 8th September, 1928, recommended that the Under-Secretary for Lands arrange for their purchase at the Government valuation. No steps were taken to give effect to this recommendation, for, in the proceedings on the partition of Orakei No. 1 Reserve C 2B taken on the 18th December, 1928, an undertaking was given on behalf of the Crown that the houses of the Natives on the area awarded to the Crown, with the exception of the house marked "O," would not be disturbed until petitions to Parliament lodged by Te Hira Pateoro for the return of the papakainga to the Natives had been finally dealt with in accordance with section 50 of the Native Land Amendment and Native Land Claims Adjustment Act, 1928.

53. There are certain other buildings on the lands awarded to the Crown, but, with the exception of two, they are so unsuitable for human habitation, or for any other proper purpose, that they must be regarded as worthless. The exceptions are:—

- (a) A cottage marked "F1" on Plan No. 12879.
 (b) A hutment shown on Plan No. 12879 as occupied by M. Katene.

The evidence before me is not sufficient to establish ownership of these two buildings, but it appears that the occupiers are merely licensees or squatters. If it should be found that the buildings belong to Natives who sold their interests in the papakainga to the Crown, I recommend that the values be ascertained and payment made to the persons entitled. Should either be the property of a person who was not an owner in the land, that person should have a right of removal.

54. The cases in which I have recommended payment of definite sums to cover deficiencies in the purchase-price are:—

Vendor.	Amount.	
	£	s. d.
Te Hira Pateoro	10	0 6
Hiria Paora	2	2 11
Koria Watene	9	12 6
Mata Hare Terewai	209	16 3
Merea Kingi	21	9 4
Mereana Roera	3	9 11
Muri Watene	100	0 0
Ngakuku Paora	11	9 9
Ngapipi Reweti	16	2 2
Paipa Taierua	1	7 4
Rotana Ropiha Reihana	28	16 11
Taoho Watene	9	12 6
Tataiarangi Watene	9	12 6
Timi Paora	11	9 9
	<u>£445</u>	<u>2 4</u>

55. Question 4 is. "Whether the Crown has paid to those Native vendors whose interests it purchased a fair and reasonable price for those interests having regard to the value of the said land at the date of the purchase of such interests." To this question, no answer without qualification is possible. Of the thirty-six Natives who sold interests in *land*, thirteen, in my view, did not receive fair and reasonable prices, considering the value of the land at the time of purchase. In one case the underpayment was mainly due to an omission in error to pay for all that had been acquired. In each of the remaining twelve cases the deficiency did not exceed £30.

In one instance where a building was separately purchased the price paid was not a fair and reasonable one.

In six cases structures on land awarded to the Crown have not been paid for.

Question 5: Whether the purchase-money agreed to be paid was duly paid to the Native vendors?

56. The purchases were arranged and payments therefor were made while Mr. Mays was acting as purchasing agent and while Mr. Bowler, and later Mr. Goffe, filled the position of Native Land Purchase Officer.

It was the custom of Mr. Mays, upon the execution of the transfer by the Native, to prepare a voucher in the appropriate form setting forth particulars of the interests acquired and the purchase-price, and to send or hand it, together with his certificate that the transaction was in order, to the imprestee, Mr. Bowler, who made his cheque to the order of the Native vendor, and transmitted it to Mr. Mays. Generally, the voucher was receipted before being handed to Mr. Bowler, but where that had not been done the voucher was returned to Mr. Mays with the cheque. On the cheque being handed to the vendor, he receipted the voucher, and this was duly sent back to the imprestee. Mr. Mays stated in evidence that he invariably required the Native to endorse the cheque in his presence.

When Mr. Bowler and Mr. Goffe had charge of the purchase a voucher was completed by the Native seller in return for the cheque made to his order.

57. Mr. Mays knew many Native sellers, and the identity of others was established by members of the staff of Messrs. Earl and Kent, who had previously acted for the private purchasers, and by Natives whom Mr. Mays knew. In later purchases the vendors were known to the Native Land Purchase Officers, or their identity was otherwise established. It is testified to in many of the vouchers before me, but not in all, by a certificate of identity. Throughout the period the form of voucher in use provided for such a certificate.

58. The procedure prescribed in connection with imprest accounts was duly observed in Mr. Bowler's time. The imprestee, when drawing a cheque, would make an entry in his cash-book of the amount to be paid to the Native seller. Vouchers, when completed, would be included in the imprestee's monthly account to the Treasury, which was accompanied by a bank certificate as to the amount at credit of the account. Treasury would forward the vouchers to the Native Department for checking, approval, and scheduling for the purpose of charge. They would then be returned to Treasury under cover of the appropriate schedule form and be passed on to the Audit Office for audit.

59. Vouchers are kept only for twenty years, and those covering payments made for papakainga interests prior to the 1st April, 1918, have been destroyed. I have, however, vouched all such payments by reference to the imprestee's cash-book and by reference to the Department's copy of Treasury schedules. Except in the cases of Hariata Whareiti, Mere Paora Tuhaere, and Te Rere Arama, it has been possible positively to identify the payments made in respect of the papakainga purchases. Particulars of the payments as recorded in the imprestee's cash-book and in the copies of the Treasury schedules correspond as to the payee and amount, but not always as to date. In certain instances the date of payment shown in the cash-book and the date set out in the schedules in the column headed "Date of Service" vary by one or more days. I attach no significance to this.

In respect of payments made subsequently to the 1st April, 1918, the vouchers are available and have been produced and checked.

It has not been suggested that any payment was made to the wrong person. There is to my mind no doubt that the moneys referred to in the cash-book of the imprestee were paid to the persons to whom they are therein recorded to have been paid, and I do not think that there is any case in which payment has been made other than to the person properly entitled.

60. Save in the cases of Hariata Whareiti, Mere Paora Tuhaere, and Te Rere Arama, the purchase-money payments made to those who sold their interests in Orakei No. 1 Reserve, and the dates of payment are set out in Appendix D. There is no instance where the amount paid in respect of an interest did not equal the consideration expressed for that interest.

In so far as the three Natives mentioned are concerned, it has been found necessary to have regard to all their sales in the Orakei Block, including the sales of papakainga interests. The blocks

in which the interests acquired from these Natives were located, and the consideration paid are as follows :—

Vendor.	Block.	Consideration.
		£ s. d.
Hariata Whareiti	Orakei No. 1 Reserve	717 0 0
	Orakei No. 1c	524 14 0
	Orakei No. 3c	617 13 0
	Orakei No. 3F 1	43 8 0
	Orakei No. 4B	2,503 12 0
	Orakei No. 5	119 11 8
		<hr/> <u>£4,525 18 8</u>
Mere Paora Tuhaere	Orakei No. 1 Reserve	605 0 0
	Orakei No. 1B	704 11 0
	Orakei No. 1D	1,691 16 0
	Orakei No. 3B 2	467 10 0
	Orakei No. 3D	1,402 10 0
	Orakei No. 5	112 1 0
		<hr/> <u>£4,983 8 0</u>
Te Rere Arama	Orakei No. 1 Reserve	717 0 0
	Orakei No. 1c	524 14 0
	Orakei No. 3c	617 13 0
	Orakei No. 3F 1	43 8 0
	Orakei No. 4B	2,503 12 0
	Orakei No. 5	119 11 8
		<hr/> <u>£4,525 18 8</u>

The payments made to these Natives for all their Orakei interests are set out in schedules attached (Appendices D1, D2, and D3). Miscellaneous payments totalling £4,555 18s. 8d. were made to Hariata Whareiti during the period extending from 15th November, 1913, to 30th March, 1916. All the payments have been vouched in the manner indicated above. It is not possible to earmark each individual payment as being in respect of any particular interest, but it is clear that this Native has received full consideration for her interests in the whole of the Orakei Block, including the interest in Orakei No. 1 Reserve. She has, indeed, received more than the full consideration, because not only was she paid £30 more than the total consideration expressed for her interests, but the Crown, although it had purchased her interest in Orakei No. 1 Reserve on the 19th August, 1915, in mistake entered into a fresh agreement for the purchase of the same interest and paid her a sum of £823 19s. 7d. on the 15th March, 1923. Of this amount the sum of £100 has been refunded to the Crown, so that, in the result, this Native received for her papakainga interests a sum of at least £723 19s. 7d. more than the amount to which, in terms of her agreement, she was legally entitled.

No special mention need be made of the payments to Mere Paora Tuhaere or Te Rere Arama. Each received the full consideration for her interests in the Orakei Block and full payment for her interest in Orakei No. 1 Reserve.

61. It is proper here to refer to a matter having relation to the question of payment. Mention has already been made of the attempted purchases by Matthew Henderson and others of interests in the Orakei Block and of the refusal of confirmation of the transfers by the Tokerau District Maori Land Board. Deposits had been paid to the Native vendors and were recovered out of purchase-moneys paid by the Crown for interests acquired in the Orakei subdivisions. There was no evidence before me that pressure was put by the Crown's agents upon the Natives to repay the deposits out of the proceeds of the sale of their interests in the papakainga or in any of the Orakei subdivisions. No deductions on account of these repayments were made by the Crown from the consideration paid to the Native sellers. In every case the cheques were made payable to the vendors, and their endorsements received. If Mr. Henderson and others were repaid, they were repaid by the vendors themselves out of the consideration-moneys received from the Crown.

62. It is clear, in the result, that the Natives who sold their interests in Orakei No. 1 Reserve have each received the full amount nominated as the consideration for such interests.

63. Question 5 is, "Whether the purchase-money agreed to be paid in respect of those interests purchased by the Crown in the said land has been duly paid to the Native vendors." The answer is "Yes."

Question 6: Whether the Natives now occupying the land purchased have any right or justification for their continued occupation thereof?

64. The method adopted by the agents or officers of the Crown in purchasing land, but in some cases not the houses belonging to the vendors, has in fact resulted in Natives owning houses upon land which has become Crown land. Except those persons, no Native has any right or justification for continuing to occupy the portions of Orakei No. 1 Reserve Block owned by the Crown, or for refusing

to vacate. Natives who disposed of their landed interests to the Crown and who have not been paid for the houses owned by them and situated upon Crown land have justification for continuing to occupy their houses until such time as they shall have been paid. The buildings concerned are those marked "F," "N," "Q," and "S" on Plan No. 12879 deposited in the office of the Chief Surveyor at Auckland. I also draw attention here to the remarks made in paragraph 53 concerning the building marked "F1" on that plan and the hutment shown as being occupied by M. Katene.

65. Question 6 is, "Whether the Natives now occupying portions of the Orakei No. 1 Reserve Block subdivisions purchased by the Crown as aforesaid have any right or justification for continuing to occupy the said land or any part or parts thereof and for refusing to vacate the said land or any part or parts thereof in order that the Crown may obtain vacant possession of the same." The answer, subject to what I have said above, is "No."

Question 7 : Whether promises were made that the papakainga land would not be purchased ?

66. The question suggests an allegation that an official or agent of the Crown, as an inducement to the Natives who owned the Orakei Block subdivisions to sell to the Crown, promised them that the papakainga land would not be purchased.

67. Mr. Tole received instructions to purchase the interests of the Native owners in the Orakei Block in October, 1913. By December, 1914, in which month the Crown began to purchase interests in the papakainga, most of the Orakei Block subdivisions had been bought. The Native owners came to Mr. Mays for the purpose of negotiating sales, and, during the first year of the purchase operations, interests representing an area of 14½ acres were acquired.

68. It must have been a matter of common knowledge with the Natives after December, 1914, that the Crown was purchasing interests in the papakainga. Had such a promise as is alleged been made prior to December, 1914, sales and purchases in breach of it must at once have been a matter of comment by Native sellers or Native non-sellers. It is highly improbable that a promise was made subsequent to 1914, because the continued sales after that date would have been a contradiction of any such promise; the sales already made and those being made would obviously indicate that part at least of the papakainga land must ultimately be partitioned out to the Crown.

69. The allegation that some promise was made was supported by the evidence of Ngapipi Reweti and by the evidence previously given by Wiremu Watene at an inquiry held by Judge F. O. V. Acheson of the Native Land Court in 1930. Ngapipi Reweti did not repeat in detail before me his evidence upon this point, but what he said previously was before the Commission, and he was cross-examined as to its truth. At the 1930 inquiry he said, in brief, that he was instructed by Mr. Mays to tell the Native sellers that the Government would not buy the flat and that "that would be left to them for all times." He said further, "I had some difficulties in getting the signatures. That promise made it easier, when I told the Natives that the flat would not be sold. I told that to Watene Tautari, Hira Pateoro, and other Natives." In cross-examination before me he said that he had told them in "Earl and Kent's time," which was before the Crown decided to purchase. In the "Government's time" he said he was away at Paeroa working in the quarry.

It remains to deal with the statement made by Wiremu Watene at the inquiry before Judge Acheson. He said, "When the Government approached me to sell my interest in the big block up above they stated that they would keep the bottom piece for all time—that is, the reserve down below, the flat. I sold my interest up above then." This Native does not refer in particular to any person as making the statement to him, but refers to it as being made by "the Government." This evidence was given by a man eighty-four years of age, and it was not, under the circumstances in which it happened to be made, tested by cross-examination, so that it was not clearly elicited—I do not make any implication of untrustworthiness—whether he regarded the statement as a promise. This Native had, prior to the commencement of the purchase by the Crown, agreed to sell all his interest in Orakei No. 2B, 4C, 4c 1, and 4c 2 to a private person who obviously could give him no undertaking that the papakainga land would be reserved. The subdivisions mentioned comprise his "interest up above" and contained practically all his interests in Orakei other than in the papakainga. He was quite willing to sell for a less price than that paid by the Crown without any promise touching the papakainga, and obviously he needed no such inducement to sell.

Ngapipi Reweti sold his interest in the papakainga in 1917, and Wiremu Watene sold his interests over the period from 1923 to 1926.

70. At the hearing before me evidence was given in detail by Mr. Mays. He stated affirmatively what he did do and say. Before the Crown commenced to purchase, Ngapipi Reweti had been working for Messrs. Earl and Kent in connection with private purchases. Mr. Mays visited Orakei once with a view to ascertaining the boundaries and familiarizing himself with the position prior to the commencement of the purchases. He met Wiremu Watene, the principal owner. Ngapipi Reweti was there on that occasion. Mr. Kent was also there, but he is now dead. Upon Mr. Mays' statement, it appears that Ngapipi Reweti concerned himself in the business of purchase. For example, he would come to Mr. Mays with Natives after it appeared that the papakainga land was to be sold and explain that "This man wants to sell his land."

The papakainga land is low-lying and is not so suitable for subdivisional purposes or for a model suburb as the rest of the Orakei Block. The land is valuable primarily for entrance purposes or for a recreational reserve in connection with a scheme of settlement, but it is not in itself attractive for actual settlement. Mr. Mays stated that he did not at first desire to purchase interests in the papakainga

land because they would be useless to the Crown until substantial purchases had been made elsewhere to which the papakainga interest might be attached on partition.

The bulk of the Orakei Block was purchased prior to any purchase in the papakainga in 1914, and it does not appear that the Crown's agent had any difficulty in effecting purchases. He did not himself again visit Orakei. Mr. Mays said, "At the outset several of the small owners wanted to sell their papakainga land. I would not buy then, and told them so. I said, 'I am not buying the papakainga just now.'" There is probability in this statement. The land belonged to the Natives. While the Crown might intimate its intention not to purchase, it was still open to the Natives owning interests to sell to private individuals. The Crown might, of course, undertake not to purchase, but it obviously could not promise that other Natives would not sell their interests to private purchasers. Mr. Mays could not have made the promise attributed to him without varying the instructions given to him and without, as the event proved, the very early embarrassment which would be caused by the making of purchases in the papakainga in breach of such promise.

Section 363 of the Native Land Act, 1909, provided that where any contract had been made for the purchase by the Crown of any Native land or of any interest therein or when any negotiations were contemplated or in progress with a view to making any such purchases, the Governor-General might, on the recommendation of the Native Land Purchase Board, make an Order in Council prohibiting for such period as he thought fit, not exceeding one year from the date of the Order, all alienations of that land other than alienations in favour of the Crown. At all times between the commencement of purchases in the Orakei Block and the commencement of purchases in the papakainga, an Order in Council under that section was in force affecting the whole of the land in the Orakei Block, including Orakei No. 1 Reserve, the kainga. An Order in Council had been made prior to Mr. Tole receiving his instructions, and that Order was further extended for a year by Order in Council made on the 12th October, 1914. Mr. Mays as purchasing agent, must have been aware of the Order in Council. Its justification was a contract for the purchase by the Crown of Native land or negotiations contemplated or in progress with a view to making such a purchase. The papakainga should not have been included unless a contract of purchase had been made or unless negotiations were contemplated or in progress with a view to making purchases.

71. I accept Mr. Mays' evidence as truthfully given. I am not prepared to accept Ngapipi Reweti's evidence in so far as it is in contradiction. I was unable, having seen and heard him, to regard him as a reliable witness. I do not doubt that Ngapipi Reweti may have passed on information at an early stage that Mr. Mays was not, as he was not then, purchasing interests in the papakainga, but I do not accept his statement that he was instructed to promise that the papakainga land would never be purchased. What Mr. Mays said was a mere statement of his present intention and did not in any way amount to a promise that, if the Natives would sell their other blocks, the papakainga would not be purchased but would be permanently retained. If there had been such a promise, then I think it must have been mentioned by sellers and non-sellers and would have become a matter of grave complaint in 1914 and long before 1927. Ngapipi Reweti said he made the promise to Hira Pateoro and to others whose names could not be given. Te Hira Pateoro gave evidence before Judge Acheson, and, though specifically asked as to the return of the papakainga, he did not depose to any statements having been made to him similar to those mentioned by Ngapipi Reweti. No other Native came forward to state that a promise had been made to him.

72. The position in which Te Hira Pateoro is found in connection with the promise allegedly made by the Crown's agent calls for examination. No question as to any promise or undertaking, as such, seems to have been raised until about a year before the Natives petitioned Parliament in 1928 for the return to them of the papakainga and church reserve.

According to the translation, the prayer of the petitioners in Petition No. 156 of 1928, so far as the papakainga is concerned, is "that their papakainga be returned to them as a home for themselves and their descendants. *This was the understanding at the time the solicitor representing the Crown came to see us.*" The prayer of the signatories to Petition No. 165 of 1928 in the same premises translated, runs: "That their papakainga be returned to them as a permanent home for themselves and their descendants, *as was intended at the time the Solicitor representing the Crown visited them.*"

There can be but one interpretation of the clauses which have been quoted from the petitions, and that is that a promise or undertaking was given by the Crown's agent to the Natives that the papakainga would be reserved to them.

In both petitions Te Hira Pateoro is the leading petitioner, and it is evident from his statements made in the Native Land Court at Auckland on the 11th November, 1927, during the course of the hearing of the Crown's application for the partition of Orakei No. 1 Reserve C 2B—namely, "I object to partition proceedings. I do not wish to say where I want my area to be located. The position is that I am petitioning the Prime Minister to have the whole of Orakei No. 1 Reserve C 2B handed back to us because the Crown had no authority to purchase interests in this block at all"—and from certain correspondence on the departmental files, conducted by Te Hira with the Native Minister in the closing months of 1927 and in 1928, that the petitions had their origin in him. If any such promise as is alleged was made, it is unthinkable, in view of Te Hira's acknowledged standing in the community, that it would not have come to his notice immediately it was made, and that he would not have questioned in no uncertain way, at a time long antecedent to the presentation of the petitions to Parliament, any action opposed to the terms of the alleged promise. Nor is his complaint by way of petition easily reconcilable with the attitude disclosed by the manner of the disposition of his own interests in the Orakei subdivisions to the Crown. It is revealed that, except in the case of interests in the Orakei No. 3F 1 and Orakei No. 5 Blocks, which were sold to the Crown pursuant to resolutions of the assembled

owners—and, it should be noted, he was a dissentient from both resolutions—Te Hira commenced to sell his interests in the papakainga *before* he sold to the Crown the other Orakei subdivisions owned by him—*i.e.*, Orakei No. 1A 2 and Orakei No. 3A and 3A 2 East. Any requirement of such promise as is alleged must have had its roots in the attachment which the Maori commonly has for his kainga lands. It is unlikely that if the agent of the Crown had promised that the papakainga land should be left to the Natives, Te Hira, occupying the position that he did in the community, would have relinquished, if only in part, any interests therein before disposing of his interests in other blocks.

73. Another factor in the determination of the question as to whether any such promise as is alleged was held out is the degree of willingness or otherwise with which the Native vendors disposed of their interests. Before the Crown commenced to negotiate with Native owners of interests in Orakei Block they had agreed to sell to private persons the equivalent of 387 acres. The readiness of the Natives to sell was such that any promise as to their retention of the papakainga would not appear to have been necessary to induce them to sell. Mr. Mays deposes that he never approached any Native with a view to purchasing his interests in the papakainga, and that, the moment it was known that he had commenced negotiations, the Natives came in from all sides. That this is the case is evident from that fact that, during the first year of the purchase operations, an area of approximately 14½ acres was acquired out of the total of 38 acres 3 roods 16 perches. Mr. Bowler stated that he never asked any Native in Orakei to sell; they always came to him. Far from the Natives wishing to have the papakainga reserved for all time, they in many cases very readily offered their interests therein for sale to the Crown.

74. The broad conclusions, then, to which I have come are as follows:—

- (a) Mr. Mays did not give any instructions for a promise to be held out to the Natives that the papakainga land would not be purchased by the Crown.
- (b) He made a statement, and it might properly have been passed on, that the Crown was not just then purchasing the papakainga. This was a mere statement of intention and in no way a promise.
- (c) It is not proved that any promise was made by Ngapipi Reweti to any Native other than Wiremu Watene Tautari. The probabilities and other circumstances negative a promise to any other Native.
- (d) If a promise was made to Wiremu Watene Tautari, then it was unauthorized. Ngapipi Reweti had no authority to give a promise pledging the Crown not to purchase the papakainga land.
- (e) In my view, if such a promise was made to Wiremu Watene Tautari, or to others, which is not proved, the Crown was not in the circumstances legally or morally bound thereby.

75. Question 7 is, “Whether any promises were made or held out by any official or agent of the Crown to the Native vendors of any portion of the Orakei Block that, in consideration of their selling their interests in the Orakei Block elsewhere than in Orakei No. 1 Reserve (the papakainga block), the Crown would not purchase the interests of the Natives in the said Orakei No. 1 Reserve (papakainga block), and if any such promises were made or held out by the Crown’s officials or agents, whether such promises were made or held out with the authority of the Crown, and whether the Crown was bound thereby either morally or legally.” The answer is “No.”

ART II.—ORAKEI No. 2B.

Question 8 : Whether an agreement in writing or otherwise was entered into giving Wiremu Watene a right to repurchase six or seven acres, and, if so, whether the conditions of repurchase have been satisfied ?

OUTLINE OF TITLE.

76. The land known as Orakei No. 2B, containing an area of 42 acres 1 rood 18 perches, is comprised with other parcels in a partition order made by the Native Land Court on the 27th May, 1901, in favour of Wiremu Watene, *alias* Watene Tautari, as to two shares and Mereā Kingi as to a half-share.

The owners named sold their interests to the Crown, and the land was, on the 2nd May, 1917, proclaimed Crown land by Proclamation made under the authority of section 14 of the Native Land Amendment Act, 1914, and published in 1917 *New Zealand Gazette* at page 2051.

THE AGREEMENT.

77. Wiremu Watene signed a transfer of his interests in Orakei No. 2B block on the 15th November, 1913.

There is a conflict of evidence as to when a certain agreement was made and as to its terms. When the Crown Solicitor, Auckland, was appointed agent to purchase the interests of Natives in the Orakei Block, Mr. Mays first went out to the block with Mr. Kent. Ngapipi Reweti was upon the site when Mr. Kent and Mr. Mays arrived, and when they met Wiremu Watene. Ngapipi deposes that there was some discussion with Wiremu Watene as to price for his family's interests in the hill land and as to a reservation, but no arrangement was made except that a price of £200 an acre was acceptable. According to Ngapipi Reweti, Wiremu Watene made known his desire to reserve an area of 6 acres or 7 acres, which he had ploughed. Mr. Mays, however, said that he was not, when he saw Wiremu Watene, in a position to discuss the purchase, and no arrangement was made.

78. What followed is in dispute. Ngapipi Reweti stated that a meeting took place at the office of Messrs. Parr and Blomfield, solicitors, Auckland, Mr. Mays being present, when two documents, one being a collateral agreement reserving 6 acres and the other a transfer, were both translated by one, Matire de la Croix, and completed, the agreement making the reservation first, and the memorandum of transfer afterwards. Wiremu Watene Tautari is reported to have said in the inquiry before Judge Acheson, "There was some document, some paper, or agreement signed that the 6 acres would not be sold. That paper was signed in Blomfield's office. Mr. Mays was one of the lawyers that signed the paper that would give me back the 6 acres."

Ngapipi Reweti's account is at variance with that given by both Mr. Mays and Mr. Blomfield. Mr. Mays was acting for the Crown and Mr. Blomfield had acted and continued to act in various transactions as solicitor for Wiremu Watene and his daughter, Mereā Kingi. The accounts given by Mr. Mays and Mr. Blomfield substantially correspond. I have no doubt that in substance their statement are to be accepted as expressing what really took place and that any other account is based upon a mistaken and confused impression.

79. Mr. Mays stated that he had an interview with Wiremu Watene in his own office, at which he declined to buy Orakei No. 2B with any reservation. He learned from Wiremu Watene that Mr. Blomfield acted as his solicitor, and he referred Wiremu Watene to him. Mr. Blomfield said that Wiremu Watene and members of his family met him at his office and told him that they had sold their interest to the Crown. Mr. Blomfield said he was instructed by Wiremu Watene to act for him in the sale of his interest, and there was no question of any reservation. A transfer was prepared and sent to Mr. Blomfield's office. Wiremu Watene then completed the transfer at Mr. Blomfield's office, the signature being witnessed by Mr. Blomfield and also by Matire de la Croix, who is a licensed interpreter of the first grade. Mr. Mays was not present at Mr. Blomfield's office when the document was completed.

Mr. Mays said that at a later date, after payments on account had been made, Wiremu Watene called on him with members of his family. Watene said he would like the 6 acres that he had ploughed—that the family wanted it. Mr. Mays then agreed on behalf of the Crown to give him an option to repurchase 6 acres, or thereabouts, at cost. He wrote out upon two-thirds of a sheet of foolscap an option with some figuring showing the cost which included not only the money paid to the Natives but also loading costs—the option to be exercised within two or three years. This document, which was signed by Mr. Mays, was more in the nature of a memorandum of cost, although it was also an option. It was taken away by the Natives.

Mr. Blomfield confirms this by stating that there was later brought to him such an option. He perused it and described it in terms substantially corresponding to those given by Mr. Mays. The document was not left with Mr. Blomfield, according to the best of his recollection.

Mr. Blomfield subsequently discussed the option with Wiremu Watene and suggested that if Wiremu Watene wished to repurchase he should do it while he had moneys coming to him. Mr. Mays also deposed to a conversation with Wiremu Watene from which it appeared that Wiremu Watene personally was not concerned to repurchase, although members of his family were interested. He expressed some intention of leaving the district and going elsewhere. It may be noted here that Mr. Bowler, in a memorandum dated the 7th May, 1917, to the Under-Secretary of the Native Department, expressed the view that it was doubtful whether Wiremu Watene would avail himself of the option. At no time prior to Mr. Mays handing over in November, 1916, did Wiremu Watene intimate his intention of repurchasing, or tender the purchase-moneys.

80. Mr. Bowler recorded in writing his understanding of a conversation with Mr. Mays when he took over from him in November, 1916. He did add in evidence, although he had made no record of it, that he was told the purchase was to be completed within three years and he referred to the agreement as being one to buy back 6 acres "at cost." In substance, therefore, his account recorded at the time and supplemented by his later statement, agrees in treating the agreement as being in the nature of an option and not a reservation and with Mr. Mays' and Mr. Blomfield's statements as to its terms. Mr. Blomfield had a distinct recollection that the document was brought in, not when the transfer was completed, but at a later date. It was, he said, in writing. There was no translation upon it. Ngapipi Reweti, although he refers to the matter, did not read the document, which he said was the agreement, but says he saw them reading. He does not refer to the contents of the translation, which he said was made.

81. There is thus agreement that the arrangement or the option to purchase the 6 acres was in writing, except that Ngapipi Reweti refers to it as typewritten. Departmental officers were at times concerned as to outstanding interests, and they wrongly referred to a verbal arrangement having been made. Mr. Blomfield said that to the best of his recollection the agreement was taken away by the Natives. According both to Mr. Blomfield and Mr. Mays, Wiremu Watene, the person concerned, was not particularly desirous of exercising his right.

82. The question of a reservation in Orakei No. 2B was first raised on the 14th March, 1922, when Messrs. Melville and Ferner, solicitors for Wiremu Watene, claimed 6 acres on the ground that it had been reserved and that Wiremu Watene was to have the right to the said 6 acres on relinquishing a proper proportion of the purchase-money. He had been given this undertaking, they said, on his signing the transfer to the Crown. At that date the purchase-money for the whole of the purchases then made by the Crown from Wiremu Watene had been paid and Wiremu Watene had received the full consideration-moneys without deduction. The letter was acknowledged and inquiries were set in motion, but no final reply was ever given, and the matter was not pursued. Mr. Melville, according to his records, saw Wiremu Watene once only. No agreement was produced to him.

83. There is no evidence that application was made to the Crown for retransfer of the 6 acres or 7 acres until 1922. Mr. Blomfield acted as solicitor for Wiremu Watene for six or seven years after the signing of the transfer of Orakei 2B, and he received no instructions to do anything in connection with the 6 acres. Having regard to the attitude of Wiremu Watene, it is improbable that any application was made prior to 1922. There is no evidence upon any departmental file to show that any application was made, and the solicitors when writing in 1922 do not suggest that any application was made to the Crown. They refer to some application for statements of account to Mr. Mays, who had long since ceased to represent the Crown in the matter. The purchase-money was never tendered, nor was an undertaking to tender it given. By 1922 the time had expired, and the request then made was of no avail.

84. It remains to refer to the suggestion that the agreement was in the possession of the Crown. The departmental files indicate that certain officers of the Crown were wrongly under the impression that the agreement was a verbal one, but the reference to the files which I have made does not disclose any evidence that the agreement was ever in the possession of the Crown. Judge Acheson, in his report on Petitions Nos. 156 and 165 of 1928 refers to his having seen it, and also to what he regarded as an undertaking by the Crown Solicitor given at the inquiry held before him in 1930 to produce it. A transcript of the proceedings before the learned Judge has been available to me and it discloses that the learned Judge was under some misapprehension as to what Mr. Meredith really said. There was an undertaking given to produce what might be available but there was no unqualified and absolute undertaking given to produce the document thereby admitting that it was, in fact, in the Crown's possession.

85. Question 8 is, "Whether any agreement in writing or otherwise was made between the officials or agents of the Crown and one Wiremu Watene or Wiremu Watene Tautari that the said Wiremu Watene or Wiremu Watene Tautari should be entitled at some future date to repurchase from the Crown an area of some 6 acres or 7 acres of Orakei No. 2B Block, and if such an agreement or arrangement were so made, whether the said Wiremu Watene or Wiremu Watene Tautari did, during his lifetime, make application to the Crown for the retransfer of the said 6 acres or 7 acres accompanied by a tender of the purchase-money or an undertaking to tender such purchase-money on being required so to do." The answer is :—

- (a) The agents for the Crown purchased the whole of Wiremu Watene's interest in Orakei No. 2B Block. At the time of the purchase there was no reservation of 6 acres or 7 acres.
- (b) Subsequent to the execution of the transfer and to payment of part of the consideration-money, Mr. Mays for the Crown agreed to give Wiremu Watene an option to repurchase 6 acres or 7 acres at cost to the Crown. The option was in writing signed by Mr. Mays.
- (c) This option was for two or three years.
- (d) It was never exercised within the stipulated time.
- (e) Wiremu Watene received full payment upon the basis of there being no reservation.
- (f) Wiremu Watene, by his solicitors, made application for the land in 1922. This was long after the option had expired.
- (g) This application was not accompanied by a tender of the purchase-money or by an undertaking to tender the purchase-money on his being required so to do.
- (h) Wiremu Watene never became entitled during his lifetime to a retransfer of 6 acres or 7 acres of Orakei No. 2B Block.

PART III.—CHURCH-SITE.

PRELIMINARY.

86. The questions arising in respect of the church-site are :—

- (a) Whether the Crown should have abstained from purchasing ;
- (b) Whether the price paid was fair and reasonable ;
- (c) Whether the purchase-money has been applied as by law required ; and
- (d) Whether the Natives occupying the church-site have any valid reason for refusing to vacate and give the Crown vacant possession thereof.

HISTORICAL OUTLINE.

87. The land described as Lots, 1, 2, and 3 on Plan No. 1330P, deposited in the office of the Chief Surveyor, Auckland, is the land referred to in subsection (5) of section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925. The history of this piece of land is as follows :—

- (a) By section 169 of the New Zealand Native Reserves Act, 1856, the Governor was empowered to grant to trustees land appropriated by aboriginal Natives for sites for churches and burial-grounds and for endowments for schools for the benefit of Natives. In purported pursuance of this Act, certain aboriginal inhabitants on the 30th August, 1858, executed a deed of gift to Her Majesty the Queen of land therein described and delineated on a plan drawn in the margin thereof upon trust to grant the land to the Anglican Bishop "for a site for a church, for a burial-ground, and for the endowment of a school in connection with the Church of England."
- (b) A Crown grant issued in 1859 was expressed to be to "George Augustus, Bishop of New Zealand" upon trust "as a site for a church and burial-ground and as an endowment for schools for the benefit of the aboriginal inhabitants of the Colony of New Zealand." The land as delineated in the plan consists of two blocks divided by a road, one block being 3 acres 0 roods 36 perches and the other 1 acre. On the plan in the Crown grant a line appears to divide the larger block into two parts—namely, into a parcel of 1 acre 0 roods 18 perches and another parcel of 2 acres 0 roods 18 perches. The boundaries are referred to by measurements from stakes in the ground and by reference to a "Native chapel," which is shown in the plan as situated on the larger block. The road shown in the plan as dividing the block was never more than a paper road prior to the land being recently taken over by the Crown.
- (c) At one time there was a large number of Natives living in and about the area in question. Eventually there ceased to be a church or chapel on the ground, the explanation being that a church had been built on the flat at Orakei, a short distance away, where the Natives could attend. A schoolhouse and schoolmaster's house were, however, erected on the land and school was conducted there. At some time a fence was constructed, which included both blocks and the intervening paper road. A disastrous fire burned down the settlement, but the school and schoolmaster's house escaped. Most of the Maoris then moved elsewhere, but some remained. The schoolmaster apparently left, and the Maoris occupied the school and schoolhouse. Later the school was burned down, but the master's house is still in existence, and it and some three or four small cottages are occupied by Maoris.
- (d) There is a burial-ground on the area where a number of Maoris are buried. When the burials first commenced does not appear. It is doubtful whether it was established by the trustees, because it is for the most part situated upon the paper road. Burials have continued up to recently to be made in this plot.
- (e) The road shown between the two blocks became a public highway on the acceptance by the Crown of its dedication evidenced by the issue of the Crown Grant on the 28th June, 1859.

The above statement is taken substantially from the judgment of Mr. Justice Reed in the action *Whatitiri v. the King*, (1938) G.L.R. 379.

Question 9 : Whether the Crown should have abstained from purchasing ?

88. There was a school and burial ground at the papakainga. For many years prior to 1926 the land held upon trust could not be applied for the primary purpose of the trust, and Natives were allowed to use the trust land as licensees. By 1921 it had become clear that the surrounding land would no longer be occupied by the Natives, that it would be used for subdivisational purposes, and that the retention of the land in such a suburb would not continue to serve the purposes for which the trust had been constituted. The Crown proposed to buy, and the trustees agreed to sell, the land. There existed no circumstance or reason why the Crown should have abstained from purchasing the said land. The price paid was a fair price, the burial-ground was substantially upon what was a highway, and the Crown having acquired the land might still hold such part of it upon which the burial-ground was situated for future use as a burial-ground, or as a burial-ground no longer in use.

On the 28th April, 1926, the church land was sold and conveyed to His Majesty the King. By Proclamation and otherwise a road which had included the paper road above referred to became vested in the Auckland City Council and was transferred to His Majesty the King on the 29th August, 1933.

89. Question 9 is, "Whether at the time the Crown purchased from the General Trust Board of the Diocese of Auckland the land described as Lots 1, 2, and 3 on Plan No. 1330P, deposited in the office of the Chief Surveyor, North Auckland District, being the land referred to in subsection (5) of section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925, there existed any circumstances or any valid reason why the Crown should have abstained from purchasing the said land or any part thereof (apart from any doubts as to the power and authority of the Diocesan Board to sell the land and apart also from any legally enforceable objection to such purchase)." The answer is "No."

Question 10 : Whether the price paid was fair and reasonable ?

90. The price paid by the Crown to the General Trust Board—£1,000—was in excess of the Government valuation. It was not as high as the sum at which the property had been valued by special valuation made for the Board (namely, £1,070), but it was above the sum at which the property had been specially valued for the Crown (namely, £930). In my opinion, the price paid for the land was a fair and reasonable price, having regard to the value of the land at the date of the purchase.

91. Question 10 is, "Whether the price paid by the Crown to the General Trust Board of the Diocese of Auckland for the said land was a fair and reasonable price for the said land having regard to the value of the land at the date of its purchase." The answer is "Yes."

Question 11 : Whether the purchase-money has been applied as by law required ?

92. The yearly accounts of the General Trust Board of the Diocese of Auckland were produced, and the secretary gave evidence. The purchase-money (£1,000) has been invested in trust securities, and the income is being applied towards the maintenance of St. Stephens School for Maori Boys, Bombay, and the Queen Victoria School for Maori Girls, Auckland.

Section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925, after reciting that the land was granted upon trust as "a site for a church and burial-ground and as an endowment for a school for the benefit of the aboriginal inhabitants of the Colony of New Zealand" empowered the Trust Board to sell, and provided that "the proceeds of such sale shall be applied by the said Board to the purchase of other freehold hereditaments in New Zealand, or to effecting permanent improvements to any other hereditaments held on the same trusts as hereinbefore mentioned, or may be invested in any securities for the time being permitted by lawful authority for the investment of trust funds." The £1,000 is, I find, so invested, and the income is being applied in accordance with the trust.

93. Question 11 is, "Whether the General Trust Board of the Diocese of Auckland has applied the proceeds of the sale of the said land as provided by the said section 7 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1925?" The answer is "Yes."

Question 12 : Whether the Natives occupying the church-site have any valid reason for refusing to vacate and give the Crown vacant possession thereof ?

94. According to a count made in August, 1935, there were twenty-two people, being twelve adults and ten children, on the church land at Orakei.

The buildings upon the site comprise one house and three cottages and a small structure made of roofing-iron. The house referred to as the schoolmaster's is a very old building. It has reached the stage at which it should be demolished. The remaining three cottages are very roughly constructed and unpainted. The fifth structure, the shed made of roofing-iron, is of a very flimsy nature, unfit to be used for dwelling purposes. There is no provision for drainage or sewerage. The number of persons occupying the house and cottages is too great for such primitive structures with the complete absence of amenities. The schoolmaster's house seems to have been built by the church authorities. There is no evidence as to when the other structures were built, but they seem to have been built more recently, and from their appearance, in two cases, they may be less than twenty years old. One house is situated partly on the land originally granted to the church and partly upon what was formerly a road dedicated to the public.

95. No reason was brought to my notice why the Natives should remain in possession. There is, in my opinion, good reason why they should cease to occupy the present structures and why the buildings should be demolished or removed. At present the church-site, occupied as it is, without modern sanitation, is surrounded by modern cottages in a model suburb. The Natives cannot live their free life, and a neglect of proper sanitary precautions may involve in its consequences the surrounding residences. If those entitled to the cottages can be ascertained, they should be given a limited time in which to remove them.

Some of those from time to time occupying the church-site have moved from other places, to which they at times return. There is no evidence before me as to alternative accommodation, but, assuming such is available, then there is no justification, short of a legal right, for the Natives continuing to occupy the said land or any part thereof or for refusing to vacate the same in order that the Crown may obtain vacant possession. If there be no alternative accommodation, then the only justification for their remaining is necessity and that will cease as soon as there is accommodation to which they may go.

96. Question 12 is, "Whether the Natives now occupying the said land or any part thereof have any justification not in the nature of legal right for continuing to occupy the said land or any part thereof and for refusing to vacate the said land or any part thereof in order that the Crown may obtain vacant possession of the same?" The answer is, subject to alternative accommodation being available, "No justification at all." If alternative accommodation is not available, then their justification is necessity. That justification will cease as soon as accommodation can be found.

I have the honour to be,

Your Excellency's most obedient servant,

R. KENNEDY.

[L.S.]

Dated at Dunedin, this 14th day of November, 1938.

APPENDICES.

APPENDIX A. (*Map facing page.*)

APPENDIX B.

SCHEDULE SHOWING THE DEVOLUTION OF THE OWNERSHIP OF INTERESTS IN
ORAKEI No. 1 RESERVE.

EXPLANATION.

The purpose of the schedule is to show the devolution of the ownership of the interests in Otakei No. 1 Reserve as defined in the partition order made by the Native Land Court on the 10th January, 1898.

The schedule comprises two divisions. In the first division are set forth the names of the twenty-one owners in the order in which they appear in the partition order and their shares, totalling thirteen. In the second division the manner in which those interests were affected chronologically by grants of succession, by sales to the Crown, by exchange for Crown interests, and by processes of partition, are traced.

Where a succession order has been made in respect of any interest, the date of the grant of succession by the Native Land Court is given, and the shares taken under the order, in the instances where more than one successor has been appointed, are shown immediately following the names of the successors so appointed.

Where any interest has been sold to the Crown, the date of the sale (being the date of the execution by the Native of the memorandum of transfer) is given, together with the consideration therefor (not including any amount paid for improvements), and, for record purposes, a reference to the appropriate transfer. In the majority of cases, following the note of the amount of consideration, the words "(part £...)" appear. This indicates that an interest or interests in addition to that under notice passed to the Crown by the transfer mentioned, the total consideration for such interests being the amount shown in the brackets. The consideration for the particular interest is a calculated figure only.

Generally, it has been possible where a vendor was possessed of more than one interest, as such, and disposed of those interests to the Crown, definitely to fix the dates upon which, and the transfers under which, the interests passed to the Crown. In some instances, however, shares were disposed of in such a manner that it has been necessary arbitrarily to determine their passing to the Crown. In the cases where the transfers are subject to collateral and subsequent modifying agreements the interests have been treated as having passed to the Crown under the transfer.

In respect of the interests of Hikiera Taierua, Mereana Roera, Korua Watene, Waimapuna Paora, Taoho Watene, and Tatairangi Watene, succession orders were made by the Native Land Court subsequently to the time when these persons had effected sales to the Crown.

For the purposes of the summary, a number has been allotted to every interest following its final location, the interests standing in the name of one person bearing an identical number, except where that person appears both as a seller and as a non-seller.

The summary co-ordinates and co-relates the details appearing in the schedule and contains certain other information, more particularly with regard to the Crown's purchases. The interests acquired by the Crown are firstly gathered up. The individual shares as appearing in the schedule are set out against the name of the person seized of them, the sequence of persons being fixed by the numbering system mentioned in the last paragraph. The totals of the individual shares are given, shares acquired by purchase and those acquired by exchange being put in separate columns. The consideration for each interest in land acquired, the price paid for improvements, and the total amounts paid to the vendors appear in the three succeeding columns. In the next two columns the areas representing the shares acquired by purchase and by exchange are detailed, and the last column shows the subdivision of the Otakei No. 1 Reserve in which the interest was finally located.

The interests of the six persons mentioned above who sold to the Crown, but in respect of whose interests succession was subsequently granted by the Court, have been included amongst those of the successors. The purchase-money paid for the interests, however, is not included in the amounts set opposite the names of the persons who acquired the interests by succession. Nor does the area shown as representing the share acquired embrace the interests in question. These are accounted for with a system of cross-notation in the summary under an appropriate heading, the consideration therefor and the representative area, but not the shares, being brought into the relative total columns.

The second division of the summary details the interests of non-selling Natives. The third, in addition to showing totals of figures elsewhere set forth, gives the areas awarded to the Crown and to the Natives. A balance is struck with the total of the shares as given in the partition order and the area representing those shares.

SCHEDULE SHOWING THE DEVOLUTION OF THE OWNERSHIP OF INTERESTS IN ORAKEI NO. 1 RESERVE—continued

Interest in Orakei No. 1 Reserve.		Devolution of Interest.
No.	Owner.	Share.
1	Hariata Whareiti	½
2	Hori Paerimu	1
3	Hori Winiata	½
<p><i>Sold 19/8/15 (Transfer 2) ; consideration, £350 10s. 8d. (part £717). Located : 1 Res. C, 1 Res. C 2. Sold 15/3/23 (Transfer 12/4) ; consideration, £823 19s. 7d. (part) ; purchased in error ; £100 recovered. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 1.)</i></p> <p><i>Sold 6/9/15 (Transfer 4) ; consideration, £615 13s. (part £675). Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 2.)</i></p> <p>Succeeded to 11/8/11 by—</p> <p><i>Ani Paora 1/198. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 30/3/25 by Tumanako Reweti. Sold 30/3/25 (Transfer 15/11) ; consideration, £4 1s. 4d. Located : 1 Res. C 2B 2. (No. 3.)</i></p> <p><i>Amene Taierua 1/66. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 25/8/24 by Heipounamu Timi, alias Heipounamu Timi Utika. Located : 1 Res. C 2B 1. (No. 4.)</i></p> <p><i>Eriapa Poata Uruamo 1/88. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located : 1 Res. C 2B 2. (No. 5.)</i></p> <p><i>Eruera Tahana Uruamo 1/66. Sold 22/12/14 (Transfer 1/3) ; consideration, £12. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 6.)</i></p> <p><i>Hori te Paerimu 1/22. Sold 6/9/15 (Transfer 4) ; consideration, £29 7s. (part £675). Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 7.)</i></p> <p><i>Heni Hoterene 1/44. Sold 30/8/15 (Transfer 1/8) ; consideration, £15. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 7.)</i></p> <p><i>Hariata Whareiti 1/44. Sold 19/8/15 (Transfer 2) ; consideration, £15 18s. 8d. (part £717). Located : 1 Res. C, 1 Res. C 2. Sold 15/3/23 (Transfer 12/4) ; consideration, £823 19s. 7d. (part) ; purchased in error ; £100 recovered. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 1.)</i></p> <p><i>Hikiera Taierua 1/66. Sold 19/10/16 (Transfer 6) ; consideration, £11 3s. 11d (part £750). Located : 1 Res. C, 1 Res. C 2. Succeeded to 27/3/22 by Heipounamu Hikiera Taierua. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 8.)</i></p> <p><i>Hauraki Paora 1/198. Located : 1 Res. C, 1 Res. C 2. Succeeded to 31/3/21 by Hemaime Hauraki Paora. Located : 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located : 1 Res. C 2B 2. (No. 9.)</i></p> <p><i>Hiria Paora 1/198. Located : 1 Res. C, 1 Res. C 2. Sold 26/8/25 (Transfer 15/13) ; consideration, £4 1s. 4d. Located : 1 Res. C 2B 2. (No. 10.)</i></p> <p><i>Hori Roera 1/594. Located : 1 Res. C. Sold 11/6/19 (Transfer 11/1) ; consideration, £1 1s. (part £12 12s. 4d.). Located : 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 11.)</i></p> <p><i>Hauraki Roera 1/594. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 1. (No. 12.)</i></p> <p><i>Te Hira Pateoro 9/220. Located : 1 Res. C. Sold 29/9/19 (Transfer 11/5) ; consideration, £15 10s. 6d. Located : 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 13.)</i></p> <p><i>Kooti Reweti 1/330. Sold 13/1/15 (Transfer 1/4) ; consideration, £2 0s. 10d. (part £80 15s.). Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 14.)</i></p> <p><i>Te Koria Watene 1/264. Sold 28/3/16 (Transfer 1/12) ; consideration, £1 15s. 1d. (part £50). Located : 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23, by Wiremu Watene. Located : 1 Res. C 2A, 1 Res. C 2A 2. (No. 15.)</i></p> <p><i>Mereka Kingi 1/264. Sold 14/2/18 (Transfer 9/5) ; consideration, £1 18s. 8d. (part £182 14s. 1d.). ; re-executed 14/12/18 (Transfer 10). Located : 1 Res. B. (No. 16.)</i></p> <p><i>Maki Waata 1/264. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2A, 1 Res. C 2A 1. (No. 17.)</i></p> <p><i>Muri Watene 1/264. Located : 1 Res. C, 1 Res. C 2, 1 Res. C 2A. Sold 26/5/23 (Transfer 13/1) ; consideration, £3 1s. (part £86 18s. 6d.). Located : 1 Res. C 2A 2. (No. 18.)</i></p> <p><i>Mata Terewai 1/132. Sold 3/11/16 (Transfer 7) ; consideration, £3 17s. 6d. (part £345). Located : 1 Res. C, 1 Res. C 1. (No. 19.)</i></p> <p><i>Manuera Paora 1/198. Located : 1 Res. C, 1 Res. C 2. Sold 15/2/26 (Transfer 15/14) ; consideration, £4 1s. 4d. Located : 1 Res. C 2B 2. (No. 20.)</i></p> <p><i>Mereana Roera 1/594. Sold 8/4/18 (Transfer 9/6) ; consideration, 12s. 9d. (part £7 13s. 3d.). Located : 1 Res. C, 1 Res. C 2. Succeeded to 30/8/20 by—</i></p> <p><i>Hori Roera 1/1782. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 11.)</i></p> <p><i>Tiaho Roera 1/1782. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 21.)</i></p> <p><i>Kioreiti Roera 1/1782. Located : 1 Res. C 2B, 1 Res. C 2B 2. (No. 22.)</i></p>		

SCHEDULE SHOWING THE DEVOLUTION OF THE OWNERSHIP OF INTERESTS IN ORAKEI No. 1 RESERVE—continued.

Interest in Orakei No. 1 Reserve.

Devolution of Interest.

Share.

Owner.

No.

Hori Winiata—continued.

Succeeded to 11/8/11 by—continued—
 Ngareta Tamihana Uruamo 1/44. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 24/5/23 (Transfer 14/2); consideration, £18 6s. Located: 1 Res. C 2B 2. (No. 23.)
 Ngapipi Reweti 1/330. Sold 23/2/17 (Transfer 9/3); consideration, £1 5s. 4d. (part £50). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 24.)
 Ngakuku Paora 1/198. Sold 22/1/16 (Transfer 1/10); consideration, £2 5s. 9d. (part £52 13s. 5d.). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)
 Okeroa Tahana Uruamo 1/66. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 12/12/23 by—
 Wi Pahaka Paora Reweti 1/198. Sold 15/1/24 (Transfer 15/5); consideration, £4 1s. 4d. Located: 1 Res. C 2B 2. (No. 26.)
 Pirimihia Paora Reweti 1/198. Sold 19/12/23 (Transfer 15/2); consideration, £4 1s. 4d. Located: 1 Res. C 2B 2. (No. 27.)
 Rahera Paora Reweti 1/198. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 29/4/26 (Transfer 15/16); consideration, £4 1s. 4d. (part £13 12s. 1d.). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. (No. 29.)
 Piwaha Tahana Uruamo 1/66. Sold 21/12/14 (Transfer 1/2); consideration, £12. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 30.)
 Paipa Taierua 1/66. Sold 7/2/16 (Transfer 1/11); consideration, £7. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 31.)
 Paora Reweti 1/330. Succeeded to 3/11/15 by—
 Rahera Paora 1/1320. Located: 1 Res. C. Succeeded to 8/9/19 by—
 Manuera Paora 1/11880. Sold 29/9/19 (Transfer 11/4); consideration, 1s. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 20.)
 Hiria Paora 1/11880. Located: 1 Res. C 2. Sold 14/6/30 (Transfer 11/7); consideration, 1s. (part £7 7s. 11d.). Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 10.)
 Tumanako Reweti 1/11880. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, 1s. 6d. (part £152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)
 Waimapuna Paora 1/11880. Sold 3/3/20 (Transfer 11/6); consideration, 1s. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 2. (No. 32.)
 Ngakuku Paora 1/11880. Sold 9/9/19 (Transfer 11/3); consideration, 1s. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)
 Timi Paora 1/11880. Sold 18/9/19 (Transfer 11/3); consideration, 1s. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.)
 Otene Paora 1/11880. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/4/26 (Transfer 15/16); consideration, 1s. 4d. (part £13 12s. 1d.). Located: 1 Res. C 2B 2. (No. 29.)
 Mereana Pakiorehuna Uruamo 1/47520. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 34.)
 Maungatani Paora 1/47520. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 35.)
 Wiremu Paora 1/47520. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 36.)
 Ritihia Paora 1/47520. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 37.)
 Hori Roera 1/35640. Located: 1 Res. C 2, 1 Res. C 2B. Sold 11/3/25 (Transfer 15/10); consideration, 5d. (part £3 3s. 7d.). Located: 1 Res. C 2B 2. (No. 11.)
 Tiaho Roera 1/35640. Located: 1 Res. C 2, 1 Res. C 2B. Sold 21/12/25 (Transfer 14/4); consideration, 5d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 21.)
 Kioireiti Roera 1/35640. Located: 1 Res. C 2, 1 Res. C 2B. Sold 6/8/23 (Transfer 14/3); consideration, 5d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 22.)
 Tahira Paora 1/1320. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 12/12/23 by—
 Wi Pahaka Paora Reweti 1/3960. Sold 15/1/24 (Transfer 15/4); consideration, 4s. 1d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 26.)
 Pirimihia Paora Reweti 1/3960. Sold 19/12/23 (Transfer 15/3); consideration, 4s. 1d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 27.)
 Rahera Paora Reweti 1/3960. Located: 1 Res. C 2B 1. (No. 28.)

- Wi Pahaka Paora 1/1320. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 7/5/23 (Transfer 14/1); consideration, 12s. 2d. (part #49 5s. 2d.). Located: 1 Res. C 2B 2. (No. 26.)
 Piriniha Paora 1/1320. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 18/5/23 (Transfer 15/1); consideration, 12s. 2d. (part #49 5s. 11d.). Located: 1 Res. C 2B 2. (No. 27.)
 Puti Rau Hoterene 1/330. Sold 7/9/15 (Transfer 1/9); consideration, £2 0s. 10d. (part #165). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 38.)
 Rahera Uruamo 1/22. Located: 1 Res. C. Succeeded to 8/9/19 by—
 Manuera Paora 1/198. Sold 29/9/19 (Transfer 11/4); consideration, £3 3s. (part #7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 20.)
 Hiria Paora 1/198. Located: 1 Res. C 2. Sold 14/6/20 (Transfer 11/7); consideration, £3 3s. (part #7 7s. 11d.). Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 10.)
 Tumanako Reweti 1/198. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, £4 1s. 4d. (part #152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)
 Waimapuna Paora 1/198. Sold 3/3/20 (Transfer 11/6); consideration, £3 3s. (part #7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 2. (No. 32.)
 Ngakuku Paora 1/198. Sold 9/9/19 (Transfer 11/2); consideration, £3 3s. (part #7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)
 Timi Paora 1/198. Sold 18/9/19 (Transfer 11/3); consideration, £3 3s. (part #7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.)
 Otene Paora 1/198. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/4/26 (Transfer 15/16); consideration, £4 1s. 4d. (part #13 12s. 1d.). Located: 1 Res. C 2B 2. (No. 29.)
 Mereana Pakiorehua Uruamo 1/792. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 34.)
 Maungatai Paora 1/792. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 35.)
 Wiremu Paora 1/792. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 36.)
 Ritihia Paora 1/792. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 37.)
 Hori Roera 1/594. Located: 1 Res. C 2, 1 Res. C 2B. Sold 11/3/25 (Transfer 15/10); consideration, £1 7s. 1d. (part #3 3s. 7d.). Located: 1 Res. C 2B 2. (No. 11.)
 Tiaho Roera 1/594. Located: 1 Res. C 2, 1 Res. C 2B. Sold 21/12/25 (Transfer 14/4); consideration, £1 7s. 1d. (part #18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 21.)
 Kioraiti Roera 1/594. Located: 1 Res. C 2, 1 Res. C 2B. Sold 6/8/23 (Transfer 14/3); consideration, £1 7s. 1d. (part #18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 22.)
 Rihii Poata Uruamo 1/88. Located: 1 Res. C, 1 Res. C 2. Succeeded to 26/3/23 by—
 James Frederick Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 39.)
 Emanuel Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 40.)
 Selwyn Tukotahi Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 41.)
 Cyril Myrah Hanatoria Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 42.)
 Inutai Kate Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 43.)
 Rachel Kehua Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 44.)
 Kelvin Leonard Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 45.)
 Nelda Martha Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 46.)
 Arthur Henry Povey 1/792. Located: 1 Res. C 2B, 1 Res. C 2B 1. (No. 47.)
 Rauputu Hoterene 1/44. Sold 17/12/14 (Transfer 1/1); consideration, £15. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 48.)
 Rere Arama 1/44. Sold 24/8/15 (Transfer 3); consideration, £15 18s. 8d. (part #717). Located: 1 Res. C, 1 Res. C 1. (No. 49.)
 Rotana Terevai 1/132. Sold 3/11/16 (Transfer 8); consideration: £5 3s. (part #345). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 50.)
 Taoho Watene 1/264. Sold 23/2/15 (Transfer 1/6); consideration, £1 15s. 1d. (part #50). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by—
 Kiwara Taoho Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 51.)
 Te Whetu Taoho Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 52.)
 Inutai Taoho Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 53.)

SCHEDULE SHOWING THE DEVOLUTION OF THE OWNERSHIP OF INTERESTS IN ORAKEI No. 1 RESERVE—continued.

No.	Interest in Orakei No. 1 Reserve.		Share.
	Owner.	Devolution of Interest.	
	Hori Winiata—continued.		
		Succeeded to 11/8/11 by—continued— Tatairangi Watene 1/264. Sold 3/2/15 (Transfer 1/5); consideration, £1 15s. 1d. (part £50). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by— Rurangi Tai Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 54.) Te Wiremu Tai Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 55.) Paora Tai Watene 1/792. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 56.) Timi Paora 1/198. Sold 1/6/15 (Transfer 1/7); consideration, £2 5s. 9d. (part £52 13s. 5d.); re-executed 30/8/17 (Transfer 1/13). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.) Wiremu Watene Tautari 1/22. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2A. Sold 12/6/23 (Transfer 13/2); consideration, £36 12s (part £54 7s. 6d.). Located: 1 Res. C 2A 2. (No. 15.) Wainapuna Paora 1/198. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 1. (No. 57.) Sold 19/10/16 (Transfer 6); consideration, £738 16s. 1d. (part £750). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by Heipoumamu Hikiera Tairua. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 8.) Muri Watene Tautari 5/48. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2A. Sold 26/5/23 (Transfer 13/1); consideration, £83 17s. 6d. (part £86 18s. 6d.). Located: 1 Res. C 2A 2. (No. 18.) Merca Kingi 5/48. Sold 14/2/18 (Transfer 9/5); re-executed 14/12/18 (Transfer 10); consideration, £53 3s. 4d. (part £182 14s. 1d.). Located: 1 Res. B. (No. 16.) Maki Waata 5/48. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2A, 1 Res. C 2A 1. (No. 17.) Tatai Arangi Watene 5/48. Sold 3/2/15 (Transfer 1/5); consideration, £48 4s. 11d. (part £50). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by— Rurangi Tai Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 54.) Te Wiremu Tai Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 55.) Paora Tai Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 56.) Taoho Watene 5/48. Sold 23/2/15 (Transfer 1/6); consideration, £48 4s. 11d. (part £50). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by— Kiwaru Taoho Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 51.) Te Whetu Taoho Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 52.) Inutai Taoho Watene 5/144. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 53.) Koria Watene 5/48. Sold 28/3/16 (Transfer 1/12); consideration, £48 4s. 11d. (part £50). Located: 1 Res. C, 1 Res. C 2. Succeeded to 27/3/23 by Wiremu Watene. Located: 1 Res. C 2A, 1 Res. C 2A 2. (No. 15.) Succeeded to 4/7/10 by Puti Rau Hoteare. Sold 16/9/15 (Transfer 1/9); consideration, £84 5s. 9d. (part £165). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 38.) Succeeded to 23/5/98 by Hariata Whareiti. Sold 19/8/15 (Transfer 2); consideration, £350 10s. 8d. (part £717). Located: 1 Res. C, 1 Res. C 2. Sold 15/3/23 (Transfer 12/4); consideration, £823 19s. 7d. (part); purchased in error: £100 recovered. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 1.) Sold 3/12/15 (Transfer 5); consideration, £394 11s. 4d. (part £605). Located: 263/600) 1 Res. A; (112/600) 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 58.) Sold 3/11/16 (Transfer 7); consideration, £127 18s. 6d. (part £345). Located: 1 Res. C, 1 Res. C 1. (No. 19.) Sold 14/2/18 (Transfer 9/5); consideration, £127 12s. 1d. (part £182 14s. 1d.); re-executed 14/12/18 (Transfer 10). Located: 1 Res. B. (No. 16.) Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2A, 1 Res. C 2A 1. (No. 17.) Succeeded to 11/6/06 by Mata Hare Terevai. Sold 3/11/16 (Transfer 7); consideration, £127 13s. 6d. (part £345). Located: 1 Res. C, 1 Res. C 1. (No. 19.)	
4	Hikiera Talerua	..	1
5	Kirihipina Pateoro, alias Watene..	..	$\frac{3}{8}$
6	Kihirimi Reweti	..	$\frac{1}{8}$
7	Moumou Whareiti	..	$\frac{1}{2}$
8	Merca Paora Tuhaere	..	$\frac{3}{8}$
9	Mata ..	..	$\frac{1}{4}$
10	Merca Kingi ..	..	$\frac{1}{4}$
11	Maki Waata ..	..	$\frac{1}{4}$
12	Nia Hare Terevai ..	..	$\frac{1}{4}$

Succeeded to 3/11/15 by—
 Rahera Paora 1/32. Located: 1 Res. C. Succeeded to 8/9/19 by—
 Manuera Paora 1/288. Sold 29/9/19 (Transfer 11/4); consideration, £2 3s. 4d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 20.)
 Hiria Paora 1/288. Located: 1 Res. C 2. Sold 14/6/20 (Transfer 11/7); consideration, £2 3s. 4d. (part £7 7s. 11d.). Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 10.)
 Tumanako Reweti 1/288. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, £2 15s. 11d. (part £152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)
 Waimapuna Paora 1/288. Sold 3/3/20 (Transfer 11/6); consideration, £2 3s. 4d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 2. (No. 32.)
 Ngakuku Paora 1/288. Sold 9/9/19 (Transfer 11/2); consideration, £2 3s. 4d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)
 Timi Paora 1/288. Sold 18/9/19 (Transfer 11/3); consideration, £2 3s. 4d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.)
 Otene Paora 1/288. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/4/26 (Transfer 15/16); consideration, £2 15s. 11d. (part £13 12s. 1d.). Located: 1 Res. C 2B 2. (No. 29.)
 Mereana Pakiorehua Urumo 1/1152. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 34.)
 Maungatai Paora 1/1152. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 35.)
 Wiremu Paora 1/1152. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 36.)
 Ritihia Paora 1/1152. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 37.)
 Hori Roera 1/864. Located: 1 Res. C 2, 1 Res. C 2B. Sold 11/3/25 (Transfer 15/10); consideration, 18s. 8d. (part £3 3s. 7d.). Located 1 Res. C 2B 2. (No. 11.)
 Tiaho Roera 1/864. Located: 1 Res. C 2, 1 Res. C 2B. Sold 21/12/25 (Transfer 14/4); consideration, 18s. 8d. (part £18 1s 10d.). Located: 1 Res. C 2B 2. (No. 21.)
 Kioraiti Roera 1/864. Located: 1 Res. C 2, 1 Res. C 2B. Sold 6/8/23 (Transfer 14/3); consideration, 18s. 8d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 22.)
 Tahira Paora 1/32. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 12/12/23 by—
 Wi Pahaka Paora Reweti 1/96. Sold 15/1/24 (Transfer 15/4); consideration, £8 7s. 5d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 26.)
 Pirimihia Paora Reweti 1/96. Sold 19/12/23 (Transfer 15/3); consideration, £8 7s. 5d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 27.)
 Rahera Paora Reweti 1/96. Located: 1 Res. C 2B 1. (No. 28.)
 Wi Pahaka Paora 1/32. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 7/5/23 (Transfer 14/1); consideration, £25 3s. 3d. (part £49 5s. 2d.). Located: 1 Res. C 2B 2. (No. 26.)
 Pirimihia Paora 1/32. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 18/5/23 (Transfer 15/1); consideration, £25 3s. 3d. (part £49 5s. 11d.). Located: 1 Res. C 2B 2. (No. 27.)
 Succeeded to 27/2/11 by—
 Manuera Paora Kawharu 1/9. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 15/2/26 (Transfer 15/15); consideration, £89 9s. 4d. Located: 1 Res. C 2B 2. (No. 20.)
 Hira Hauraki 1/54. Located: 1 Res. C, 1 Res. C 2. Succeeded to 16/12/20 by Hemaina Hauraki Paora. Located: 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 9.)
 Mereana te Pakiorehua Hauraki 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 34.)
 Maungatai Huria Hauraki 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 35.)
 Wiremu Tamahi Hamana Hauraki 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 36.)

SCHEDULE SHOWING THE DEVOLUTION OF THE OWNERSHIP OF INTERESTS IN ORAKEI NO. 1 RESERVE—continued.

No.	Owner.	Share.	Devolution of Interest.
	Paora Kawharu—continued.		<p>Succeeded to 11/8/11 by—continued.</p> <p>Titiata Hauraki 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 37.)</p> <p>Maire Toha 1/54. Located: 1 Res. C, 1 Res. C 2. Succeeded to 16/12/20 by Hemaima Hauraki Paora. Located: 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 9.)</p> <p>Hori Roera 1/54. Located: 1 Res. C. Sold 11/6/19 (Transfer 11/1); consideration, £11 11s. 4d (part £12 12s. 4d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 11.)</p> <p>Mereana Roera 1/54. Sold 8/4/18 (Transfer 9/6); consideration, £7 0s. 6d. (part £7 13s. 3d.). Located: 1 Res. C, 1 Res. C 2. Succeeded to 30/8/20 by—</p> <p>Hori Roera 1/162. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 11.)</p> <p>Tiaho Roera 1/162. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 21.)</p> <p>Kioreiti Roera 1/162. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 22.)</p> <p>Tiaho Roera 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 21/12/25 (Transfer 14/4); consideration, £14 18s. 2d. (part £18 1s 10d.). Located: 1 Res. C 2B 2. (No. 21.)</p> <p>Hauraki Roera 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 1. (No. 12.)</p> <p>Wharepui Roera 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 25/3/24 by—</p> <p>Hori Roera 1/216. Sold 25/7/24 (Transfer 15/7); consideration, £3 14s. 7d. Located: 1 Res. C 2B 2. (No. 11.)</p> <p>Tiaho Roera 1/216. Sold 31/12/25 (Transfer 14/5); consideration, £3 14s. 6d. Located: 1 Res. C 2B 2. (No. 21.)</p> <p>Hauraki Roera 1/216. Located: 1 Res. C 2B 1. (No. 12.)</p> <p>Kioreiti Roera 1/216. Sold 3/4/24 (Transfer 15/6); consideration, £3 14s. 6d. Located: 1 Res. C 2B 2. (No. 22.)</p> <p>Kioneiti Roera 1/54. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 6/8/23 (Transfer 14/3); consideration, £14 18s. 2d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 22.)</p> <p>Hiria Kawharu 1/9. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 16/10/27 (Transfer 15/19); consideration, £89 9s. 4d. Located: 1 Res. C 2B 2. (No. 10.)</p> <p>Ani Kawharu 1/9. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 30/3/25 by Tumanako Reweti. Sold 30/3/25 (Transfer 15/12); consideration, £89 9s. 4d. Located: 1 Res. C 2B 2. (No. 3.)</p> <p>Waimapuna Kawharu 1/9. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 1. (No. 57.)</p> <p>Otene Kawharu 1/9. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold (1/18) 27/5/26 (Transfer 15/17); consideration, £44 14s. 8d. Sold (1/18) 19/7/26 (Transfer 15/18); consideration, £44 14s. 8d. Located: 1 Res. C 2B 2. (No. 29.)</p> <p>Ngakuku Kawharu 1/9. Sold 22/1/16 (Transfer 1/10); consideration, £50 7s. 8d. (part £52 13s. 5d.). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)</p> <p>Hikoi Kawharu 1/9. Sold 1/6/15 (Transfer 1/7); consideration, £50 7s. 8d. (part £52 13s. 5d.); re-executed 30/8/17 (Transfer 1/13). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.)</p> <p>Located: 1 Res. C, 1 Res. C 2. Sold (1/8) 20/6/22 (Transfer 12/1); consideration, £101 3s. 10d. Sold (405/10000) 26/8/22 (Transfer 12/2); consideration, £32 5s. 5d. Balance: 669/2000 = 7359/22000. Located: 1 Res. C 2B, (7359/22000) 1 Res. C 2B 1 (No. 59); (3641/22000) 1 Res. C 2B 2. (No. 13.)</p> <p>Succeeded to 31/3/1900 by—</p> <p>Reihana Terewai 1/6. Succeeded to 31/7/05 by Rotana Ropiha Reihana. Sold 23/2/17 (Transfer 9/4); consideration, £63 4s. 1d. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 50.)</p> <p>Mere Paora 1/3. Sold 3/12/15 (Transfer 5); consideration, £210 8s. 8d. (part £605). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 58.)</p> <p>Te Kahirini Reweti 1/15. Succeeded to 4/7/10 by Pui Rau Hotehene. Sold 16/9/15 (Transfer 1/9); consideration, £44 19s. 1d. (part £165). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 38.)</p>
15	Te Hiria Pateono	½	
16	Toko Reweti, alias Te Toko Matariki	1	

Paora Reweti 1/15. Succeeded to 3/11/15 by—
 Rahera Paora 1/60. Located: 1 Res. C. Succeeded to 8/9/19 by—
 Manuera Paora 1/540. Sold 29/9/19 (Transfer 11/4); consideration, £1 3s. 1d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 20.)
 Hiria Paora 1/540. Located: 1 Res. C 2. Sold 14/6/20 (Transfer 11/7); consideration, £1 3s. 1d. (part £7 7s. 11d.). Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 10.)
 Tumanako Reweti 1/540. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, £1 9s. 10d. (part £152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)
 Waimapuna Paora 1/540. Sold 3/3/20 (Transfer 11/6); consideration, £1 3s. 1d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B. Succeeded to 27/8/23 by Paora Kawharu, jun. Located: 1 Res. C 2B 2. (No. 32.)
 Ngakuku Paora 1/540. Sold 9/9/19 (Transfer 11/2); consideration, £1 3s. 1d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 25.)
 Timi Paora 1/540. Sold 18/9/19 (Transfer 11/3); consideration, £1 3s. 1d. (part £7 7s. 11d.). Located: 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 33.)
 Otene Paora 1/540. Located: 1 Res. C 2, 1 Res. C 2B. Sold 29/4/26 (Transfer 15/16); consideration, £1 9s. 9d. (part £13 12s. 1d.). Located: 1 Res. C 2B 2. (No. 29.)
 Mereana Pakiorehua Uruamo 1/2160. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 34.)
 Maungatai Paora 1/2160. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 35.)
 Wiremu Paora 1/2160. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 36.)
 Ritihia Paora 1/2160. Located: 1 Res. C 2, 1 Res. C 2B. Exchanged for Crown interest in Orakei 4A 2 (Exchange Order dated 31/8/28). Located: 1 Res. C 2B 2. (No. 37.)
 Hori Roera 1/1620. Located: 1 Res. C 2, 1 Res. C 2B. Sold 11/3/25 (Transfer 15/10); consideration, 10s. (part £3 3s. 7d.). Located: 1 Res. C 2B 2. (No. 11.)
 Tiaho Roera 1/1620. Located: 1 Res. C 2, 1 Res. C 2B. Sold 21/12/25 (Transfer 14/4); consideration, 10s. 1d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 21.)
 Kioreriti Roera 1/1620. Located: 1 Res. C 2, 1 Res. C 2B. Sold 6/8/23 (Transfer 14/3); consideration, 10s. 1d. (part £18 1s. 10d.). Located: 1 Res. C 2B 2. (No. 22.)
 Tahī Paora 1/60. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Succeeded to 12/12/23 by—
 Wi Pahaka Paora Reweti 1/180. Sold 15/1/24 (Transfer 15/4); consideration, £4 9 5d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 26.)
 Piriniha Paora Reweti 1/180. Sold 19/12/23 (Transfer 15/3); consideration, £4 9s. 5d. (part £16 8s. 4d.). Located: 1 Res. C 2B 2. (No. 27.)
 Rahera Paora Reweti 1/180. Located: 1 Res. C 2B 1. (No. 28.)
 Wi Pahaka Paora 1/60. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 7/5/23 (Transfer 14/1); consideration, £13 8s. 5d. (part £49 5s. 2d.). Located: 1 Res. C 2B 2. (No. 26.)
 Piriniha Paora 1/60. Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B. Sold 18/5/23 (Transfer 15/1); consideration, £13 8s. 5d. (part £49 5s. 11d.). Located: 1 Res. C 2B 2. (No. 27.)
 Puna Reweti 1/15. Located: 1 Res. C, 1 Res. C 2. Succeeded to 30/8/20 by Tumanako Reweti. Located: 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, £53 13s. 7d. (part £152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)
 Te Koti Reweti 1/15. Sold 13/1/15 (Transfer 1/4); consideration, £44 19s. 6d. (part £80 15s.). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 14.)
 Ngapipi Reweti 1/15. Sold 23/2/17 (Transfer 9/1); consideration, £27 17s. (part £50). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 24.)
 Nia Hare Terewai 1/12. Succeeded to 11/6/06 by Mata Hare Terewai. Sold 3/11/16 (Transfer 7); consideration, £42 12s. 9d. (part £345). Located: 1 Res. C, 1 Res. C 1. (No. 19.)
 Mata Hare Terewai 1/12. Sold 3/11/16 (Transfer 7); consideration, £42 12s. 9d. (part £345). Located: 1 Res. C, 1 Res. C 1. (No. 19.)
 Sold 24/8/15 (Transfer 3); consideration, £701 1s. 4d. (part £717). Located: 1 Res. C, 1 Res. C 1. (No. 49.)
 Succeeded to 31/7/05 by Rotana Ropihia Reihana. Sold 3/11/16 (Transfer 8); consideration, £339 17s. (part £345). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 50.)

17 Te Rere Arama, alias Hariata
 18 Te Ropihia Reihana, alias Terewai

21	Wiremu Watene, alias Watene Tautari	2½	<p>Kihirini Reweti 1/20. Succeeded to 4/7/11 by Puti Rau Hotevene. Sold 16/9/15 (Transfer 1/9); consideration, £33 14s. 4d. (part £165). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B. (No. 38.)</p> <p>Te Puna Reweti 1/20. Located: 1 Res. C, 1 Res. C 2. Succeeded to 30/8/30 by Tumanako Reweti. Located: 1 Res. C 2B. Sold 29/11/24 (Transfer 15/8); consideration, £40 5s. 1d. (part £152 7s. 9d.). Located: 1 Res. C 2B 2. (No. 3.)</p> <p>Te Kooti Reweti 1/20. Sold 13/1/15 (Transfer 1/4); consideration, £33 14s. 8d. (part £80 15s.) Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 14.)</p> <p>Ngapipi Reweti 1/20. Sold 23/2/17 (Transfer 9/2); consideration, £20 17s. 8d. (part £50). Located: 1 Res. C, 1 Res. C 2, 1 Res. C 2B, 1 Res. C 2B 2. (No. 24.)</p> <p>Located: 1 Res. C, 1 Res. C 2. Sold (½) 1/3/23 (Transfer 12/3); consideration, £404 15s. 4d. Located: 1 Res. C 2B, 1 Res. C 2B 2. (No. 15.)</p> <p>Balance (2): Located: 1 Res. C 2A—</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Sold 12/6/23 (Transfer 13/2); consideration,</td> <td style="width: 10%; text-align: right;">504</td> <td style="width: 10%; text-align: right;">15</td> <td style="width: 10%; text-align: right;">6 (part £541 7s. 6d.)</td> </tr> <tr> <td>Sold 30/11/23 (Transfer 13/3); consideration,</td> <td style="text-align: right;">180</td> <td style="text-align: right;">9</td> <td style="text-align: right;">3</td> </tr> <tr> <td>Sold 15/2/24 (Transfer 13/4); consideration,</td> <td style="text-align: right;">134</td> <td style="text-align: right;">18</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Sold 15/5/25 (Transfer 13/5); consideration,</td> <td style="text-align: right;">269</td> <td style="text-align: right;">17</td> <td style="text-align: right;">1</td> </tr> <tr> <td>Sold 23/11/25 (Transfer 13/6); consideration,</td> <td style="text-align: right;">134</td> <td style="text-align: right;">18</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Sold 4/3/26 (Transfer 13/7); consideration,</td> <td style="text-align: right;">134</td> <td style="text-align: right;">18</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Sold 22/6/26 (Transfer 13/8); consideration,</td> <td style="text-align: right;">250</td> <td style="text-align: right;">10</td> <td style="text-align: right;">0</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">£1,610</td> <td style="text-align: right; border-top: 1px solid black;">7</td> <td style="text-align: right; border-top: 1px solid black;">7</td> </tr> </table>	Sold 12/6/23 (Transfer 13/2); consideration,	504	15	6 (part £541 7s. 6d.)	Sold 30/11/23 (Transfer 13/3); consideration,	180	9	3	Sold 15/2/24 (Transfer 13/4); consideration,	134	18	7	Sold 15/5/25 (Transfer 13/5); consideration,	269	17	1	Sold 23/11/25 (Transfer 13/6); consideration,	134	18	7	Sold 4/3/26 (Transfer 13/7); consideration,	134	18	7	Sold 22/6/26 (Transfer 13/8); consideration,	250	10	0		£1,610	7	7
Sold 12/6/23 (Transfer 13/2); consideration,	504	15	6 (part £541 7s. 6d.)																																
Sold 30/11/23 (Transfer 13/3); consideration,	180	9	3																																
Sold 15/2/24 (Transfer 13/4); consideration,	134	18	7																																
Sold 15/5/25 (Transfer 13/5); consideration,	269	17	1																																
Sold 23/11/25 (Transfer 13/6); consideration,	134	18	7																																
Sold 4/3/26 (Transfer 13/7); consideration,	134	18	7																																
Sold 22/6/26 (Transfer 13/8); consideration,	250	10	0																																
	£1,610	7	7																																
	Total shares ..	13																																	

Located: 1 Res. C 2A 2.
(No. 15.)

SUMMARY.
INTERESTS ACQUIRED BY CROWN.

No. in Schedule.	Name.	Shares acquired (detailed).	Shares acquired by Purchase (Total).	Shares acquired by Exchange (Total).	Consideration for each Interest in Land acquired by Purchase.	Consideration for Improvements.	Consideration (Total).	Approximate Area representing Shares acquired by Purchase (calculated on Areas shown in Partition Orders).	Approximate Area representing Shares acquired by Exchange (calculated on Area shown in Partition Order).	Subdivision in which Interest acquired Finally Located.
1	Hariatata Whareiti	1/2	1 1/44	..	£ 350 10 8	..	1,440 19 7	A. E. P.	..	I Res. C 2B 2.
		1/44			15 18 8					
		1/2			350 10 8					
2	Hori Paerimu	1	1 1/22	..	717 0 0	..	675 0 0	A. E. P.	..	I Res. C 2B 2.
		1/22			723 19 7*					
					645 13 0					
3	Tumanako Reweti	1/198	1 1/22	..	4 1 4	..	675 0 0	A. E. P.	..	I Res. C 2B 2.
		1/11880			0 1 6					
		1/198			4 1 4					
		1/288			2 15 11					
		1/9			89 9 4					
		1/540			1 9 10					
		1/15			53 13 7					
		5773/95040			48 18 2					
		17987/95040			152 7 9					
		1/720			1 2 4					
		1/20			40 5 1					
5	Eriapa Poata Uruamo	1/88	23507/47520	1/88	398 6 2	..	398 6 2	A. E. P.	..	I Res. C 2B 2.
		1/66			12 0 0					
		1/44			15 0 0					
		1/66			..					
		1/198			..					
		1/54			..					
		1/54			..					
		1/198			..					
		1/11880			..					
6	Eruera Tahana Uruamo	1/198	..	25/594	4 1 4	A. E. P.	..	I Res. C 2B 2.
		1/198			0 1 0					
		1/288			3 3 0					
		1/9			2 3 4					
		1/540			89 9 4					
7	Henri Hotevene	1/44	12 0 0	..	12 0 0	A. E. P.	..	I Res. C 2B 2.
		1/44			15 0 0					
8	Heipoumamu Hikiera Toierua	1/66	A. E. P.	..	I Res. C 2B 2.
		1/66			..					
9	Hemaama Hauraki Paora	1/198	A. E. P.	..	I Res. C 2B 2.
		1/54			..					
10	Hiria Paora, alias Hiria Kaoharu	1/198	A. E. P.	..	I Res. C 2B 2.
		1/11880			0 0 20.10					
10	Hiria Paora, alias Hiria Kaoharu	1/198	6083/47520	..	100 18 7	..	100 18 7	A. E. P.	..	I Res. C 2B 2.
		1/198			0 1 21.14					
		1/288			..					
		1/540			..					

SUMMARY: INTERESTS ACQUIRED BY CROWN—continued.

No. in Schedule.	Name.	Shares acquired (detailed).	Shares acquired by Purchase (Total).	Shares acquired by Exchange (Total).	Consideration for each interest in Land acquired by Purchase.	Consideration for Improvements.	Consideration (Total).	Approximate Area representing Shares acquired by Purchase (calculated on Areas shown in Partition Orders).	Approximate Area representing Shares acquired by Exchange (calculated on Area shown in Partition Order).	Subdivision in which Interest acquired finally Located.
					£ s. d.	£ s. d.	£ s. d.	A. R. P.	A. R. P.	
21	Tiako Roera	1/1782 ² 1/35640 1/594 1/864 1/162 ² 1/54 1/216 1/1620 1/2160	4823/142560	..	£ s. d. .. 0 5 1 7 1 0 18 8 .. 14 18 2 3 14 6 0 10 1 0 7 5	..	21 16 4†	0 0 12.94†	..	I Res. C 2B 2.
22	Kioveiti Roera	1/1782 ² 1/35640 1/594 1/864 1/162 ² 1/216 1/54 1/1620 1/2160	4823/142560	..	£ s. d. .. 0 5 1 7 1 0 18 8 .. 3 14 6 14 18 2 0 10 1 0 7 5	..	21 16 4† 18 6 0	0 0 12.94† 0 0 10.85	..	I Res. C 2B 2. I Res. C 2B 2.
23	Ngareta Tamihana Uruamo	1/44 1/330 1/15 1/20	79/660	..	£ s. d. 18 6 0 1 5 4 27 17 0 20 17 8	60 0 0	110 0 0	0 1 17.23	..	I Res. C 2B 2.
24	Ngapipi Reweti	1/198 1/11880 1/198 1/288 1/9 1/540 1/720	6083/47520	..	£ s. d. 50 0 0 2 5 9 0 1 0 3 3 0 2 3 4 50 7 8 1 3 1 0 17 6	..	60 1 4	0 1 21.20	..	I Res. C 2B 2.
25	Ngakaku Paora, alias Ngakaku Kawharu	1/198 1/3960 1/1320 1/96 1/32 1/180 1/60 1/240 1/80	343/3960	..	£ s. d. 4 1 4 0 4 1 0 12 2 8 7 5 25 3 3 4 9 5 13 8 5 3 7 5 10 1 4	..	69 14 10	0 1 1.37	..	I Res. C 2B 2.

27	<i>Piriniha Paora Reweti, alias Piriniha Paora</i>	1/198 1/3960 1/1320 1/96 1/32 1/180 1/60 1/240 1/80	343/3960	..	4 1 4 0 4 1 0 12 2 8 7 5 25 3 3 4 9 5 13 8 5 3 7 5 10 2 1	..	69 15 7	0 1 1-37	..	1 Res. C 2B 2.
29	<i>Otene Paora, alias Otene Kawharu</i>	1/198 1/11880 1/198 1/288 1/9 1/540 1/720	6083/47520 1/66 1/66	..	4 1 4 0 1 4 4 1 4 2 15 11 89 9 4 1 9 9 1 2 5	..	103 1 5 12 0 0 7 0 0	0 1 21-14 0 0 7-24 0 0 7-24	..	1 Res. C 2B 2. 1 Res. C 2B 2. 1 Res. C 2B 2.
30	<i>Piawara Tahana Uruamo</i>	1/66	1/66	..	12 0 0	..	..	..	..	1 Res. C 2B 2.
31	<i>Paapa Taierua</i>	1/66	1/66	..	7 0 0	..	..	..	..	1 Res. C 2B 2.
32	<i>Paora Kawharu, jun.</i>	1/198 1/288 1/540 1/720	563/47520 ⁴	..	..	..	..	..	..	1 Res. C 2B 2.
33	<i>Timi Paora, alias Hikoi Kawharu</i>	1/11880 1/198 1/198 1/288 1/9 1/540 1/720	6083/47520	..	0 1 0 3 3 0 2 5 9 2 3 4 50 7 8 1 3 1 0 17 6	..	60 1 4	0 1 21-20	..	1 Res. C 2B 2.
34	<i>Mereana Pakiorehua Uruamo, alias Mereana te Pakiorehua Hauraki</i>	1/47520 1/792 1/1152 1/54 1/2160 1/2880	6083/47520	..	..	..	..	..	..	1 Res. C 2B 2.
35	<i>Mauangatāi Paora, alias Mauangatāi Huria Hauraki</i>	1/47520 1/792 1/1152 1/54 1/2160 1/2880	4083/190080	..	..	..	..	0 0 10-26	..	1 Res. C 2B 2.
36	<i>Wiremu Paora, alias Wiremu Tamahi Hamana Hauraki</i>	1/47520 1/792 1/1152 1/54 1/2160 1/2880	4083/190080	..	..	..	..	0 0 10-26	..	1 Res. C 2B 2.
			4083/190080	..	..	..	..	0 0 10-26	..	1 Res. C 2B 2.

SUMMARY: INTERESTS ACQUIRED BY CROWN—continued.

No. in Schedule.	Name.	Shares acquired (detailed).	Shares acquired by Purchase (Total).	Shares acquired by Exchange (Total).	Consideration for each interest in Land acquired by Purchase.	Consideration for Improvements.	Consideration (Total).	Approximate Area representing Shares acquired by Purchase (calculated on Areas shown in Partition Orders).	Approximate Area representing Shares acquired by Exchange (calculated on Area shown in Partition Order).	Subdivision in which Interest acquired Finally Located.
					£ s. d.	£ s. d.	£ s. d.	A. B. P.	A. B. P.	
37	Rūhira Paora, alias Tihirata Hauraki	1/47520 1/792 1/1152 1/54 1/2160 1/2880	..	4083/190080	.. 2 0 10 84 5 9 44 19 1 33 14 4	..	..	0 0 10-26	..	I Res. C 2B 2.
38	Puti Rau Holerene ..	1/330 1/8 1/15 1/20	..	..	15 0 0 15 18 8 701 1 4	..	165 0 0 15 0 0	..	..	I Res. C 2B 2. I Res. C 2B 2. I Res. C 2B 2.
48	Rauputu Hoterene ..	1/44 1/44	323/1320 1/44	..	717 0 0	300 0 0	1,017 0 0	..	..	I Res. C 1.
49	Te Rere Arama, alias Haritara ..	1 1	..	..	5 3 0 63 4 1 339 17 0	..	..	..	..	I Res. C 2B 2. I Res. C 2A 2. I Res. C 2A 2.
50	Rotana Terewai, alias Rotana Ropuha Reihana	1/132 1/6 1/2	1 1/44	..	..	..	..	..	..	I Res. C 2B 2. I Res. C 2A 2. I Res. C 2A 2.
51	Kiwara Taoho Watene ..	1/792 5/144	89/132	..	..	..	408 4 1	..	..	I Res. C 2B 2. I Res. C 2A 2. I Res. C 2A 2.
52	Te Whetu Taoho Watene ..	1/792 5/144	19/528 ⁵	..	..	..	..	..	..	I Res. C 2A 2. I Res. C 2A 2. I Res. C 2A 2.
53	Inutai Taoho Watene ..	1/792 5/144	19/528 ⁵	..	..	..	..	..	..	I Res. C 2A 2. I Res. C 2A 2. I Res. C 2A 2.
54	Rurangi Tai Watene ..	1/792 5/144	19/528 ⁶	..	..	..	..	..	..	I Res. C 2A 2. I Res. C 2A 2. I Res. C 2A 2.
55	Te Wiremu Tai Watene ..	1/792 5/144	19/528 ⁶	..	..	..	..	..	..	I Res. C 2A 2. I Res. C 2A 2. I Res. C 2A 2.
56	Paora Tai Watene ..	1/792 5/144	19/528 ⁶	..	..	..	..	..	..	I Res. C 2A 2. I Res. C 2A 2. I Res. C 2A 2.
58	Mere Paora Tuhaere, alias Mere Paora	5/8 1/3	23/24	..	394 11 4 210 8 8 605 0 0	700 0 0	1,305 0 0	2 3 18-23	..	I Res. A (263/600); I Res. C 2B 2 (13/25).

<i>Interests sold but in respect of which succession was subsequently granted by Native Land Court—</i>													
1 Sold by Hisiera Taterua	..	..	..	..	..	..	..	..	..	..	..	..	..
2 Sold by Merana Roera	..	..	..	..	..	..	..	..	..	..	..	..	..
3 Sold by Korua Watene	..	..	..	..	..	..	..	..	..	..	..	..	..
4 Sold by Waimaguna Paora	..	..	..	..	..	..	..	..	..	..	..	..	..
5 Sold by Taoho Watene	..	..	..	..	..	..	..	..	..	..	..	..	..
6 Sold by Takarangi Watene	..	..	..	..	..	..	..	..	..	..	..	..	..
	11	3475692/3564000	496725/3564000	£8,977 14 1	£2,910 0 0	£11,887 14 1	35	3	4-03	0	1	26-56	..

* Interest again purchased (in error) on 15/3/23 for £823 19s. 7d.; £100 recovered.

† Does not embrace interest or interests marked with indices in the columns "Shares acquired (detailed)" and "Shares acquired by purchase (Total)."

NON-SELLERS.

No. in Schedule.	Name.	Shares (detailed).	Shares (total).	Subdivision in which Interest located.
4	Heipounamu Timi, alias Heipounamu Timi Utika	1/66	1/66	1 Res. C 2B 1.
12	Hauraki Roera	1/594 1/54 1/216	59/2376	1 Res. C 2B 1.
17	Maki Waata	1/264 5/48 1/4		
28	Rahera Paora Reweti	1/198 1/3960 1/96 1/180 1/240	63/176	1 Res. C 2A 1.
39	James Frederick Povey	1/792		
40	Rmanuel Povey	1/792	403/15840	1 Res. C 2B 1.
41	Selwyn Tukotahi Povey	1/792		
42	Cyrl Myrah Hanatoria Povey	1/792	1 Res. C 2B 1.	
43	Inutai Kate Povey	1/792		
44	Rachel Kehua Povey	1/792	1 Res. C 2B 1.	
45	Kelvin Leonard Povey	1/792		
46	Nelda Martha Povey	1/792	1 Res. C 2B 1.	
47	Arthur Henry Povey	1/792		
57	Paora Kawharu, jun.	1/198 1/9	23/198	1 Res. C 2B 1.
59	Te Hira Pateoro	7359/22000		
			7359/22000	1 Res. C 2B 1.
			3155583/3564000	

TOTALS.

<i>Shares acquired by Crown—</i>		<i>Crown.</i>	
<i>By purchase</i>			11 3475692/3564000
<i>By exchange</i>			496725/3564000
			12 408417/3564000
<i>Area acquired by Crown (approximate)—</i>			
<i>By purchase</i>			A. R. P. .. 35 3 04.03
<i>By exchange</i> .. .. .			.. 0 1 26.56
			36 0 30.59
<i>Purchase-money paid by Crown—</i>			
<i>For land</i>			£ s. d. .. 8,977 14 1
<i>For improvements</i> .. .. .			.. 2,910 0 0
			£11,887 14 1
<i>Areas awarded to Crown on partition in satisfaction of interests acquired—</i>			
<i>Orakei No. 1 Reserve A</i>			A. R. P. .. 1 1 15
<i>Orakei No. 1 Reserve B</i> .. .. .			.. 1 0 11
<i>Orakei No. 1 Reserve C 1</i> .. .. .			.. 5 0 11
<i>Orakei No. 1 Reserve C 2A 2</i> .. .. .			.. 7 1 23.4
<i>Orakei No. 1 Reserve C 2B 2</i> .. .. .			.. 20 3 39.55*
			35 3 19.95
<i>Area relinquished by Crown in favour of Natives for Church and Cemetery Reserve</i> .. .. .			.. 0 1 13*
			36 0 32.95

* Approximate. Areas not yet surveyed.

Non-Sellers.

Shares remaining to non-sellers			3155583/3564000
<i>Areas awarded to non-sellers on partition—</i>			
<i>Orakei No. 1 Reserve C 2A 1</i>			A. R. P. .. 1 0 11.1
<i>Orakei No. 1 Reserve C 2B 1</i> .. .. .			.. 1 2 11.95*
			2 2 23.05

* Approximate. Area not yet surveyed.

<i>Shares—</i>		<i>Grand Totals.</i>	
<i>Crown</i>			12 408417/3564000
<i>Natives</i>			3155583/3564000
			13

<i>Areas—</i>			
<i>Crown</i>			A. R. P. .. 35 3 19.95*
<i>Natives (includes Church and Cemetery Reserve)</i> .. .. .			.. 2 3 36.05*
			38 3 16.00

* Approximate.

Partition Order.

Shares			13
<i>Area of Orakei No. 1 Reserve</i>			A. R. P. .. 40 0 0
<i>Area taken for roads in 1904 (Road Plan 12848s)</i> .. .. .			.. 1 0 24
			38 3 16

APPENDIX C.

SCHEDULE OF INTERESTS IN OTHER LANDS POSSESSED BY VENDORS OF INTERESTS IN ORAKEI
No. 1 RESERVE.

No.	Name of Vendor.	Block in which Interest held.	Extent of Interest.			Value of Interest.		Year of Valuation.	Date Interest or Major Interest in Orakei No. 1 Reserve sold.	Total Area sold in Orakei No. 1 Reserve.			Purchase-money.				
			A.	R.	P.	£	s.			d.	A.	R.	P.	£	s.	d.	
1	Eruera or Eruena Tahana Uruamo	Maramatawhana D ..	8	0	25	68	10	0	22/12/14	0	0	7	24	12	0	0	
		Ongarahu B ..	0	1	0	15	6	8									
		Pukeatua F ..	0	3	02.5	44	10	0									
			9	0	27.5	£128	6	8									
2	Hariata Whareiti ..	Makarau 2B 1 ..	123	2	10	205	12	6	19/8/15	3	0	9	02	717	0	0	
		Whenuanui 4 ..	50	3	22	12	14	6									
			174	1	32	£218	7	0									
3	Heni or Heeni Hote- rene	Maramatawhana A 2B ..	5	1	0	23	0	0	30/8/15	0	0	10	86	15	0	0	
		Ongarahu B ..	0	0	27	2	7	6									
			5	1	27	£25	7	6									
4	Hikiera Taierna ..	Ongarahu B ..	1	0	0	15	6	8	19/10/16	3	0	5	39	750	0	0	
		Otakanini W ..	9	0	30	8	17	6									
			10	0	30	£24	4	2									
5	Te Hira Pateoro ..	Kaiwaka 2B 5 ..	6	1	33	15	0	0	20/6/22	0	2	18	60	148	19	9	
		Matapihi 3C ..	0	0	14	2	14	7									
		Orakei I Reserve C 2B 1 ..	1	0	0	210	0	0									
			7	2	07	£227	14	7									
6	Hiria Paora, alias Hiria Kawharu	Ongarahu A 3 ..	3	2	17	20	10	0	16/10/27	0	1	21	14	100	18	7	
		Ongarahu B ..	0	0	18	1	15	0									
		Otakanini N ..	1	3	0	3	16	6									
		Puketapu South ..	101	1	0	35	8	10									
		Ururua 2B ..	3	3	19	11	12	0									
		Whenuanui 1 and 6 ..	22	2	29	113	8	2									
		Whenuanui 4 ..	8	1	36	2	2	6									
			141	2	39	£188	13	0									
7	Hori Paerimu ..	Otakanini M ..	1	0	0	35	8	4	6/9/15	3	0	19	88	675	0	0	
		Otakanini W ..	8	1	3	8	0	0									
			9	1	3	£43	8	4									
8	Hori Roera ..	Ongarahu A 2 ..	0	2	16	6	10	0	11/6/19	0	0	13	75	19	10	6	
		Ongarahu B ..	0	0	3	0	6	0									
		Otakanini N ..	0	1	6	0	12	6									
		Puketapu South ..	6	2	19	2	8	0									
		Ururua 2B ..	0	2	23	1	18	9									
		Whenuanui 1 and 6 ..	3	3	5	18	18	2									
		Whenuanui 4 ..	1	1	26	0	7	0									
			13	1	18	£31	0	5									
9	Kioreiti Roera ..	Ongarahu A 2 ..	0	2	16	6	10	0	6/8/23	0	0	12	94	21	16	4	
		Ongarahu B ..	0	0	3	0	6	0									
		Otakanini N ..	0	1	6	0	12	6									
		Puketapu South ..	6	2	19	2	8	0									
		Ururua 2B ..	0	2	23	1	18	9									
		Whenuanui 1 and 6 ..	3	3	5	18	18	2									
		Whenuanui 4 ..	1	1	26	0	7	0									
	13	1	18	£31	0	5											
10	Te Kooti or K o t i Reweti	Kaiwaka A 2 ..	14	0	0	28	0	0	13/1/15	0	1	17	23	80	15	0	
		Kopironui B 2 B 4 ..	67	3	18	460	0	0									
		Ongarahu B ..	0	0	15	1	9	6									
		Opuatia 11B 1 ..	6	1	7	88	0	0									
		Pukeatua E 1 ..	0	3	36	20	12	6									
		Pukeatua E 2A ..	2	1	24	55	0	0									
		Ururua 3A 1 ..	25	0	0	115	0	0									
		Waikoukou 2A 3 ..	3	3	17	180	0	0									
			120	1	37	£948	2	0									
11	Koria Watene ..	Ongarahu B ..	0	0	20	£1	9	6	1913	28/3/16	0	1	11	61	50	0	0
12	Manuera Paora, alias Manuera P a o r a Kawharu	Ongarahu A 2 ..	3	2	15	38	0	0	15/2/26	0	1	21	13	100	18	7	
		Ongarahu B ..	0	0	18	1	15	0									
		Otakanini N ..	10	1	0	22	7	6									
		Otakanini W ..	5	3	35	5	15	5									
		Puketapu South ..	101	1	0	35	8	10									
		Ururua 2B ..	3	3	19	11	12	0									
		Whenuanui 1 and 6 ..	22	2	29	113	8	2									
		Whenuanui 4 ..	8	1	26	2	2	6									
	156	0	22	£230	9	5											

**SCHEDULE OF INTERESTS IN OTHER LANDS POSSESSED BY VENDORS OF INTERESTS IN ORAKEI
No. 1 RESERVE—continued.**

No.	Name of Vendor.	Block in which Interest held.	Extent of Interest.			Value of Interest.		Year of Valuation.	Date Interest or Major Interest in Orakei No. 1 Reserve sold.	Total Area sold in Orakei No. 1 Reserve.			Purchase-money.						
			A.	R.	P.	£	s.			d.	A.	R.	P.	£	s.	d.			
25	Puti Rau Hoterene	Pukeatua E 1 ..	0	3	36	20	12	6	1915	16/9/15	0	2	36	99	165	0	0		
		Pukeatua E 2B ..	2	1	24	55	0	0											
		Waikoukou 2A 2 ..	3	3	17	180	0	0											
			7	0	37	£255	12	6											
26	Rauputu Hoterene	Maramatawhana A 2B ..	20	3	27	95	0	0	1912	17/12/14	0	0	10	86	15	0	0		
		Ongarahu B ..	0	2	23	10	2	0											
			21	2	10	£105	2	0											
27	Te Rere Arama, alias Hariata	Makarau 2B 2 ..	74	0	22	123	7	6	1920	24/8/15	3	0	9	02	717	0	0		
		Ongarahu B ..	1	0	0	15	6	8											
		Whenuanui 4 ..	50	3	22	12	14	6											
			126	0	4	£151	8	8											
																	£1,017	0	0
28	*Rotana Terewai, alias Rotana Ropiha Reihana	Nil							3/11/16	2	0	2	39	408	4	1			
29	Taoho Watene	Kaitimako K ..	0	2	19	1	1	0	1919	23/2/15	0	1	11	61	50	0	0		
		Maroroa ..	2	2	23	7	0	0											
		Matapihi 3c ..	0	1	14	1	15	0											
		Ongarahu B ..	0	0	20	1	18	4											
		Otakanini V ..	1	0	4	2	5	0											
		Otakanini W ..	17	1	33	16	17	7											
			22	0	33	£30	16	11											
30	Tataiarangi Watene	Maroroa ..	2	2	23	7	0	0	1913	3/2/15	0	1	11	61	50	0	0		
		Ongarahu B ..	0	2	0	7	13	4											
		Otakanini V ..	1	0	4	2	5	0											
		Otakanini W ..	17	1	33	16	17	7											
			21	2	20	£33	15	11											
31	Tiaho Roera	Ongarahu A 2 ..	0	2	16	6	10	0	1915	21/12/25	0	0	12	94	21	16	4		
		Ongarahu B ..	0	0	3	0	6	0											
		Otakanini N ..	0	1	6	0	12	6											
		Puketapu South ..	6	2	19	2	8	0											
		Ururua 2B ..	0	2	23	1	18	9											
		Whenuanui 1 and 6 ..	3	3	5	18	18	2											
		Whenuanui 4 ..	1	1	26	0	7	0											
			13	1	18	£31	0	5											
32	Timi Paora, alias Hikoi Kawharu	Ongarahu A 2 ..	3	2	15	38	0	0	1915	1/6/15	0	1	21	20	60	1	4		
		Ongarahu B ..	0	0	18	1	15	0											
		Otakanini N ..	10	1	0	22	7	0											
		Otakanini W ..	5	3	35	5	15	5											
		Pukeatua A ..	10	1	13	83	6	8											
		Puketapu South ..	101	1	1	35	8	10											
		Ururua 2B ..	3	3	19	11	12	0											
		Whenuanui 1 and 6 ..	22	2	29	113	8	2											
		Whenuanui 4 ..	8	1	36	2	2	6											
	166	2	6	£313	15	7													
33	Tumanako Reweti	Kopironui B 2B 2 ..	1	0	0	6	15	0	1915	29/11/24	1	1	36	29	398	6	2		
		Kopironui B 2B 3 ..	6	2	7	60	0	0											
		Ongarahu A 2 ..	3	2	15	38	0	0											
		Otakanini N ..	1	3	0	3	16	6											
		Puketapu South ..	101	1	0	35	8	10											
		Ranginui 7 ..	2	2	33	16	7	0											
		Ururua 2B ..	3	3	19	11	12	0											
		Whenuanui 1 and 6 ..	22	2	29	113	8	2											
	143	1	23	£285	7	6													
34	Waimapuna Paora	Ongarahu A 2 ..	3	2	15	38	0	0	1915	3/3/20	0	0	5	66	7	7	11		
		Ongarahu B ..	0	0	18	1	15	0											
		Otakanini N ..	10	1	0	22	7	6											
		Otakanini W ..	5	3	35	5	15	5											
		Pukeatua F 2 ..	1	0	0	26	13	4											
		Puketapu South ..	101	1	0	35	8	10											
		Ururua 2B ..	3	3	19	11	12	0											
		Whenuanui 1 and 6 ..	22	2	29	113	8	2											
		Whenuanui 4 ..	8	1	36	2	2	6											
			157	0	32	£257	2	9											

**SCHEDULE OF INTERESTS IN OTHER LANDS POSSESSED BY VENDORS OF INTERESTS IN ORAKEI
No. 1 RESERVE—continued.**

No.	Name of Vendor.	Block in which Interest held.	Extent of Interest.	Value of Interest.	Year of Valuation.	Date Interest or Major Interest in Orakei No. 1 Reserve sold.	Total Area sold in Orakei No. 1 Reserve.	Purchase-money.
			A. R. P.	£ s. d.			A. R. P.	£ s. d.
35	Wi Pahaka Paora Reweti, alias Wi Pahaka Paora	Kopironui B 2B 1 ..	0 1 0	1 14 0	1915	7/5/23	0 1 1.37	69 14 10
		Kopironui B 2B 3 ..	1 2 21	15 0 0	1925			
		Maramatawhana D ..	0 2 10	4 14 0	1913			
			2 1 31	£21 8 0				
36	Wiremu Watene, alias Wiremu Watene Tautari	Nukuroa 1F 1† ..	521 0 16	800 0 0	1923	1/3/23	7 2 16.04	2,051 14 11
		Ongarahu B ..	0 2 0	7 13 4	1913			
		Otakanini W ..	8 1 3	7 19 6	1915			
		Otioro 1B ..	7 3 5	20 12 0	1929			
		Waihaha 1c ..	0 2 26	0 10 0	1929			
			538 1 10	£836 14 10				

* Resident in Rarotonga.

† Sold 30/7/23.

APPENDIX D.

**SCHEDULE OF INTERESTS IN ORAKEI No. 1 RESERVE ACQUIRED BY WAY
OF PURCHASE.**

Appendix D. 1 ; Interests in Orakei subdivisions purchased from Hariata Whareiti.

Appendix D. 2 ; Interests in Orakei subdivisions purchased from Mere Paora Tuhaere.

**Appendix D. 3 ; Interests in Orakei subdivisions purchased from Te Rere Arama, alias
Hariata.**

APPENDIX D.
SCHEDULE OF INTERESTS IN ORAKEI NO. 1 RESERVE ACQUIRED BY WAY OF PURCHASE.

No.	Name of Vendor.	Subdivision in which Interest located on Sale.	Derivation of Interest.	Interest sold.		Date of Sale.	Purchase-money expressed for Interest acquired.	Value of Block on basis of Purchase-money.	Unimproved Value and Year of Valuation.	Value of each Interest acquired.	Purchase-money paid for each Interest acquired.	Date of Payment.
				Share.	Area.							
1	Eruera or Eruena Tahana Uruano	1 Reserve	Part successor to Hori Winata	1/66	A. B. P. 0 0 7.24	22/12/14	12 0 0	10,296	£ 7,180 (1911)	£ s. d. 12 0 0	23/12/14	
2	Hariata Whareiti	1 Reserve 1 Reserve 1 Reserve	In own right Successor to Mounou Whareiti Part successor to Hori Winata	1/2 1/2 1/44	3 0 9.02	19/8/15	717 0 0	9,114	7,180 (1911)	See Appendix D. 1.		
				1 1/44		15/3/23 ⁽¹⁾	723 19 7		
3	Heni or Heeni Hotevene	1 Reserve	Part successor to Hori Winata	1/44	0 0 10.86	30/8/15	15 0 0	8,580	7,180 (1911)	12 11 1	30/8/15	
4	Hikiera Talerua	1 Reserve 1 Reserve	In own right Part successor to Hori Winata	1 1/66	3 0 5.39	19/10/16	750 0 0	9,603	7,180 (1911)	350 0 0 400 0 0	13/10/16 25/10/16	
				1 1/66						750 0 0		
5	Te Hira Pateoro	1 Reserve C 1 Reserve C 2 1 Reserve C 2	In own right In own right In own right	9/220 1/8 405/10000	0 0 19.54 0 1 39.06	29/9/19 20/6/22 26/8/22	15 10 6 101 3 10 32 5 5	4,624 8,506 8,372	7,622 ⁽²⁾ (1918) 8,465 (1921) 8,465 (1921)	25 11 0 100 14 2 32 12 7	29/9/19 20/6/22 26/8/22	
				4541/22000	0 2 18.60		148 19 9			158 17 9		
6	Hiria Paora, alias Hiria Kawharu	1 Reserve C 2 1 Reserve C 2B 1 Reserve C 2B	In own right In own right In own right	563/47520 240/47520 1/9	0 0 5.66 0 1 15.48	14/6/20 26/8/25 16/10/27	7 7 11 4 1 4 89 9 4	6,559 6,180 6,180	8,465 ⁽³⁾ (1920) 6,180 (1921) 6,180 (1921)	9 10 10 4 1 4 89 9 4	9/7/20 26/8/25 15/10/27	
7	Hori Paerimu	1 Reserve 1 Reserve	In own right Part successor to Hori Winata	1 1/22	3 0 19.88	6/9/15	675 0 0	8,393	7,180 (1911)	577 8 3	6/9/15 2/10/15	
				1 1/22						675 0 0		
8	Hori Roera	1 Reserve C 1 Reserve C 2B 1 Reserve C 2B	In own right Part successor to Wharepui Roera In own right	2/99 1/216 563/142560	0 0 9.65 0 0 4.1	11/6/19 25/7/24 11/3/25	12 12 4 3 14 7 3 3 7	7,622 6,180 6,180	7,622 ⁽²⁾ (1918) 6,180 (1921) 6,180 (1921)	12 12 4 3 14 7 3 3 7	11/6/19 25/7/24 11/3/25	
				4103/142560	0 0 13.75		19 10 6			19 10 6		

No.	Name	Reserve	Description	Reference	Date	Balance		Total	Date
						18	10		
9	Kioreiti Roera ..	I Reserve C 2b	In own right	3203/142560	6/8/23	18	1	10	6/8/23
		I Reserve C 2b	Part successor to Wharepūhi Roera	1/216	3/4/24	3	14	6	3/4/24
10	Te Kootior Koti Reweti ..	I Reserve	Part successor to Toko Reweti	3863/142560		21	16	4	
		I Reserve	Part successor to Te Keene Reweti	1/15	13/1/15	80	15	0	13/1/15
		I Reserve	Part successor to Hori Winiata	1/20					
		I Reserve	Part successor to Hori Winiata	1/330					
11	Koria Watene ..	I Reserve	Part successor to Hori Winiata	79/660					
		I Reserve	Part successor to Kirihipina Pateoro	1/264 5/48	28/3/16	50	0	0	28/3/16
12	Manner Paora, alias Manner Paora Kawharu	I Reserve C	Part successor to Raha Paora, alias Raha Uruamo	563/47520	29/9/19	7	7	11	29/9/19
		I Reserve C 2b I Reserve C 2b	In own right In own right	240/47520 1/9	15/2/26	4 89	1 9	4 4	15/2/26
13	Mata, alias Mata Terewai, alias Mata Hare Terewai (*)	I Reserve	In own right	6083/47520		100	18	7	
		I Reserve	Part successor to Toko Reweti	1/4 1/12	3/11/16	230	0	0	4/11/16
		I Reserve	Successor to Nia Hare Terewai	1/3	8/9/21	115	0	0	17/10/21
		I Reserve	Part successor to Hori Winiata	1/132		345	0	0	
14	Mere Paora Tuhaere, alias Mere Paora (*)	I Reserve	In own right	5/8	3/12/15	385	0	0	7,180 (1911)
		I Reserve	Part successor to Toko Reweti	1/3	22/12/16 17/12/17	165	0	0	7,180 (1911) 7,180 (1911)
				23/24		605	0	0	529 6 0

SCHEDULE OF INTERESTS IN ORAKEI NO. 1 RESERVE ACQUIRED BY WAY OF PURCHASE—continued.

No.	Name of Vendor.	Subdivision in which Interest located on Sale.	Derivation of Interest.	Interest sold.		Date of Sale.	Purchase-money expressed for Interest acquired.	Value of Block on basis of Purchase-money.	Unimproved Value and Year of Valuation.	Value of Interest acquired.		Purchase-money paid for each Interest acquired.	Date of Payment.
				Share.	Area.					£	s. d.		
	Mere Paora Tuhaere, alias Mere Paora—continued.				A. R. P.		£ s. d. 700 0 0	£	£	£ s. d.	£ s. d.		
15	Merea Kingi ⁽⁵⁾ ..	I Reserve .. I Reserve .. I Reserve ..	In own right (1/4) .. Part successor to Hori Winiata (1/264) Part successor to Kirihipina Pateoro (5/48)	189/704 63/704 63/176	1 0 11.14	{ 14/2/18 14/12/18	126 16 2 55 17 11 182 14 1	6,140 224	7,180 (1911) 224 ⁽²⁾ (1918)	148 5 6 55 17 11 204 3 5	{ 101 16 2 25 0 0 55 17 11	17/10/18 26/11/18 25/6/19 26/6/19	
16	Mereana Roera ..	I Reserve .. I Reserve ..	Part successor to Hori Winiata Part successor to Paora Kawharu	1/594 1/54	0 0 9.66	8/4/18	7 13 3	4,922	7,180 (1911)	11 3 2	7 13 3	13/4/18	
17	Muri Watene, alias Muri Watene Tautari	I Reserve C 2A	In own right ..	19/176 ⁽⁶⁾ 2/99	0 1 11.57	26/5/23	86 18 6 600 0 0	2,285	2,285 ⁽⁷⁾ (1921)	86 18 6 700 0 0	86 18 6 600 0 0	26/5/23 28/2/28	
18	Ngakuku Paora, alias Ngakuku Kawharu	I Reserve .. I Reserve .. I Reserve C ..	Part successor to Hori Winiata Part successor to Paora Kawharu Part successor to Ra-hera Paora, alias Rahera Uruamo	1/198 1/9 563/47520	0 1 15.54	22/1/16 9/9/19	52 13 5 7 7 11	5,894 7,622	7,180 (1911) 7,622 ⁽²⁾ (1918)	64 3 2 7 7 11	{ 20 0 0 22 0 0 5 0 0 5 13 5	22/1/16 22/1/16 1/2/16 2/3/16 9/9/19	
				6083/47520	0 1 21.20		60 1 4			71 11 1	60 1 4		

SCHEDULE OF INTERESTS IN ORAKEI NO. 1 RESERVE ACQUIRED BY WAY OF PURCHASE—continued.

No.	Name of Vendor.	Subdivision in which Interest located on Sale.	Derivation of Interest.	Interest sold.		Date of Sale.	Purchase-money expressed for Interest acquired.	Value of Block on basis of Purchase-money.	Unimproved Value and Year of Valuation.	Value of each Interest acquired.		Purchase-money paid for each Interest acquired.		Date of Payment.							
				Share.	Area.					£	s.	d.	£		s.	d.					
28	Rotana Terewai, alias Rotana Ropihana Reihana(4)	1 Reserve ..	Successor to Ropihana Reihana Winiata, Terewai	1/2	A. R. P. 1 0 2.70	3/11/16	230 0 0	8,787	7,180 (1911)	187 18 8	230 0 0	4/11/16									
													1/132	0 2 0.00	28/2/17	115 0 0	8,935	7,180 (1911)	92 8 2	115 0 0	28/2/17
29	Taoho Watene ..	1 Reserve ..	Part successor to Hori Winiata hipina Pateoro	1/264	0 1 11.61	23/2/15	50 0 0	6,021	7,180 (1911)	59 12 6	50 0 0	23/2/15									
													5/48	19/176	408 4 1	372 7 10	408 4 1				
																		1/264	0 1 11.61	23/2/15	59 12 6	50 0 0	23/2/15
30	Tataiarangi Watene ..	1 Reserve ..	Part successor to Hori Winiata hipina Pateoro	1/264	0 1 11.61	3/2/15	50 0 0	6,021	7,180 (1911)	59 12 6	50 0 0	4/2/15									
													5/48	19/176	21 16 4	21 16 4					
																	1/264	0 1 11.61	3/2/15	50 0 0	6,021	7,180 (1911)	59 12 6	50 0 0	4/2/15
31	Tiaho Roera ..	1 Reserve C 2b 1 Reserve C 2b	In own right .. Part successor to Wharepui Roera	3203/142560 1/216	0 0 12.94	{ 21/12/25 21/12/25	18 1 10 3 14 6	6,180 6,180	6,180 (1921) 6,180 (1921)	18 1 10 3 14 6	18 1 10 3 14 6	21/12/25 21/12/25									
													1/198	0 1 15.54	1/6/15	52 13 5	5,894	7,180 (1911)	64 3 2	52 13 5	5/6/15
32	Timi Paora, alias Hikoi Kawharu	1 Reserve ..	Part successor to Hori Winiata Kawharu Raheha Paora, alias Raheha Uruamo	563/47520	0 0 5.66	18/9/19	7 7 11	7,622	7,622(2) (1918)	7 7 11	7 7 11	18/9/19									
													6083/47520	0 1 21.20	60 1 4	71 11 1	60 1 4				
																		6083/47520	0 1 21.20	60 1 4	71 11 1	60 1 4

33	Tumanako Reweti	...	I Reserve C 2B I Reserve C 2B I Reserve C 2B I Reserve C 2B	In own right In own right Successor to Ani Paora Successor to Ani Kawharu	17987/95040 17987/95040 1/198 1/9	1 1 36.29	{ 29/11/24 9/12/24 30/3/25 30/3/25	152 7 9 152 7 9 4 1 4 89 9 4	6,180 (1921) 6,180 (1921) 6,180 (1921) 6,180 (1921)	152 7 9 152 7 9 4 1 4 89 9 4	29/11/24 9/12/24 30/3/25 30/3/25
34	Waimapuna Paora	...	I Reserve C ...	Part successor to Rahera Paora, alias Rahera Uruamo	23507/47520 563/47520	0 0 5.66	3/3/20	398 6 2 7 7 11	7,622 (1918)	398 6 2 7 7 11	3/3/20
35	Wi Pahaka Paora Reweti, alias Wi Pahaka Paora	...	I Reserve C 2B I Reserve C 2B	In own right Part successor to Tahai Paora	323/5280 323/15840	0 1 1.37	{ 7/5/23 15/1/24	49 5 2 16 8 4	6,180 (1921) 6,180 (1921)	49 5 2 16 8 4	7/5/23 15/1/24
36	Wiremu Watene, alias Wiremu Watene Tautari	...	I Reserve C 2B I Reserve C 2 I Reserve C 2A	Part successor to Oke-roa Tahana Uruamo In own right In own right	343/3960 1/2 2 1/22(s)	1 1 38.85 6 0 17.19	{ 1/3/23 12/6/23 30/11/23 15/2/24 15/5/25 23/11/25 4/3/26 22/6/26	69 14 10 404 15 4 541 7 6 180 9 3 134 18 7 269 17 1 134 18 7 134 18 7 250 10 0	8,505 (1921) 2,283 (1921)	69 14 10 404 15 4 541 7 6 180 9 3 134 18 7 269 17 1 134 18 7 134 18 7 250 10 0	1/3/23 12/6/23 30/11/23 15/2/24 15/5/25 23/11/25 4/3/26 22/6/26

Value appearing throughout for Orakei No. 1 Reserve C 2B is an apportionment, on area basis, of £8,465 shown by 1921 assessment for Orakei No. 1 Reserve C 2.

(1) Interest purchased in error for £823 19s. 7d.; £100 recovered. (2) Apportionments, on area basis, of £8,120 shown by 1918 assessment for Orakei No. 1 Reserve. (3) Value assessed for Orakei No. 1 Reserve C 2 in 1921. (4) Purchases where collateral and modifying agreements appear. Location of shares given as at execution of original transfer. Instruments treated as affecting transfer of areas as opposed to shares. (5) Location of shares given as at execution of first transfer which covered free-quoters of interest only. Additional payment of £25 made on completion of purchase treated as being on account of interest purchased on 14/2/18. (6) Equivalent to 57 shares shown in partition order for Orakei No. 1 Reserve C 2A. (7) Apportionment, on area basis, of £8,465 shown by 1921 assessment for Orakei No. 1 Reserve C 2. (8) Equivalent to 1,080 shares shown in partition order for Orakei No. 1 Reserve C 2A.

APPENDIX D. 1.

SCHEDULE OF INTERESTS IN ORAKEI BLOCK SUBDIVISIONS PURCHASED FROM HIARIATA WHAREITI.

Interests acquired.			Purchase-money paid.	
Block.	Date of Execution of Transfer.	Consideration.	Amount.	Date of Payment.
Orakei No. 1 Reserve	19/8/15	£ s. d. 717 0 0	£ s. d. 100 0 0	15/11/13
			31 0 0	20/11/13
Orakei No. 1c	15/11/13	524 14 0	50 0 0	20/11/13
			50 0 0	20/11/13
Orakei No. 3c	14/11/13	617 13 0	40 0 0	21/1/14
			50 0 0	21/1/14
Orakei No. 3F 1	27/3/14*	43 8 0	32 0 0	17/2/14
			5 0 0	20/2/14
Orakei No. 4B	14/11/13	2,503 12 0	175 0 0	24/2/14
			820 0 0	26/2/14
Orakei No. 5	29/3/16*	119 11 8	5 0 0	28/2/14
			200 0 0	3/3/14
			30 0 0	23/3/14
			10 0 0	27/3/14
			25 0 0	27/3/14
			6 10 0	27/3/14
			25 0 0	27/3/14
			2 2 0	27/3/14
			32 0 0	30/3/14
			10 0 0	20/4/14
			50 0 0	21/7/14
			12 10 0	5/8/14
			20 0 0	17/8/14
			10 0 0	11/9/14
			5 0 0	9/10/14
			1 10 0	15/10/14
			280 0 0	3/12/14
			49 19 3	3/12/14
			100 0 0	9/12/14
			25 3 1	12/12/14
			16 14 6	12/12/14
			12 0 6	12/12/14
			5 0 0	12/12/14
			15 0 0	2/2/15
			23 12 0	3/2/15
			77 18 2	11/2/15
			50 0 0	17/2/15
			5 0 0	15/3/15
			10 0 0	9/4/15
			45 11 8	9/4/15
			61 11 4	15/4/15
			2 2 6	15/4/15
			71 11 9	15/4/15
			10 0 0	20/4/15
			44 17 8	21/4/15
			24 11 5	21/4/15
			60 9 10	1/5/15
			15 0 0	1/5/15
			167 11 6	1/5/15
			22 18 2	1/5/15
			280 0 0	1/5/15
			33 12 0	1/5/15
			13 10 0	1/5/15
			11 3 3	5/5/15
			14 18 0	5/5/15
			2 7 6	5/5/15
			10 2 3	5/5/15
			12 14 8	5/5/15
			15 16 9	5/5/15
			20 0 0	19/6/15
			5 0 0	15/7/15
			67 0 0	22/7/15
			5 0 0	4/8/15
			117 7 0	11/8/15
			17 7 0	11/8/15
			5 0 0	17/8/15
			50 0 0	30/8/15
			17 0 0	4/9/15
			5 1 3	10/9/15
			3 10 0	10/9/15
			13 4 3	10/9/15
			100 0 0	2/10/15
			2 5 0	2/10/15
			50 0 0	2/10/15
			20 0 0	4/11/15
			7 16 7	26/11/15
			15 0 0	27/11/15
			24 13 11	27/11/15
			1 1 0	27/11/15

SCHEDULE OF INTERESTS IN ORAKEI BLOCK SUBDIVISIONS PURCHASED FROM HARIATA WHAREITI—*ctd.*

Interests acquired.			Purchase-money paid.	
Block.	Date of Execution of Transfer.	Consideration.	Amount.	Date of Payment.
			£ s. d.	
			1 11 3	27/11/15
			21 16 9	27/11/15
			58 14 6	27/11/15
			10 0 0	27/11/15
			6 17 6	27/11/15
			2 3 4	1/12/15
			50 0 0	1/12/15
			100 0 0	16/12/15
			45 7 10	16/12/15
			10 0 0	1/2/16
			50 0 0	5/2/16
			5 0 0	18/2/16
			40 0 0	19/2/16
			20 3 8	4/3/16
			5 0 0	4/3/16
			5 10 0	29/3/16
			69 6 5	30/3/16
			119 11 8†	
		£4,525 18 8	£4,555 18 8	

* Transfer executed by Tokerau District Maori Land Board pursuant to Part XVIII of the Native Land Act, 1909. † Purchase-money for Orakei No. 5 paid to Tokerau District Maori Land Board on 29/3/16.

NOTE.—In addition to the amounts shown above, Hariata Whareiti was paid £823 19s. 7d. on 15/3/23 for her interest in Orakei No. 1 Reserve, which had already been purchased by the Crown. Of this amount, £100 was recovered.

APPENDIX D. 2.

SCHEDULE OF INTERESTS IN ORAKEI BLOCK SUBDIVISIONS PURCHASED FROM MERE PAORA TUHAERE.

Interests acquired.			Purchase-money paid.	
Block.	Date of Execution of Transfer.	Consideration.	Amount.	Date of Payment.
		£ s. d.	£ s. d.	
Orakei No. 1 Reserve	3/12/15	605 0 0	150 0 0	12/11/13
			300 0 0	15/11/13
Orakei No. 1B	12/11/13	704 11 0	80 0 0	22/12/13
			23 10 2	12/1/14
Orakei No. 1D	12/11/13	1,691 16 0	298 13 2	12/1/14
			20 0 0	15/1/14
Orakei No. 3B 2	12/11/13	467 10 0	10 0 0	27/1/14
			250 0 0	20/3/14
Orakei No. 3D	12/11/13	1,402 10 0	100 0 0	21/3/14
			5 0 0	27/3/14
Orakei No. 5	29/3/16*	112 1 0	10 0 0	27/3/14
			100 0 0	27/3/14
			17 0 0	27/3/14
			60 0 0	27/3/14
			100 0 0	20/4/14
			140 0 0	24/4/14
			124 0 0	4/5/14
			150 0 0	19/6/14
			42 2 0	7/7/14
			25 0 0	7/7/14
			26 6 8	10/7/14
			20 0 0	10/7/14
			16 8 1	10/7/14
			100 0 0	17/7/14
			10 0 0	6/8/14
			5 0 0	6/8/14
			5 0 0	6/8/14
			25 1 2	6/8/14
			238 8 6	17/8/14
			10 10 0	20/8/14
			50 0 0	27/8/14
			46 2 3	11/9/14
			46 14 9	11/9/14
			56 4 0	1/10/14
			64 13 0	23/11/14
			50 0 0	23/11/14
			58 0 0	9/12/14
			320 0 0	14/12/14
			20 0 0	17/12/14
			56 18 11	17/12/14
			40 0 0	22/12/14

SCHEDULE OF INTERESTS IN ORAKEI BLOCK SUBDIVISIONS PURCHASED FROM MERE PAORA TUHAERE—*ctd.*

Interests acquired.			Purchase-money paid.	
Block.	Date of Execution of Transfer.	Consideration.	Amount.	Date of Payment.
			£ s. d.	
			5 0 0	4/1/15
			40 0 0	13/1/15
			3 5 0	4/2/15
			10 0 0	9/2/15
			112 19 2	9/2/15
			20 0 0	16/2/15
			112 4 1	16/2/15
			15 10 0	16/2/15
			100 0 0	11/3/15
			27 6 8	15/3/15
			25 0 0	7/4/15
			10 0 0	17/4/15
			50 0 0	20/4/15
			6 0 0	22/4/15
			60 0 0	1/5/15
			10 0 0	19/6/15
			50 0 0	19/6/15
			12 0 0	15/7/15
			20 0 0	13/8/15
			20 0 0	3/9/15
			10 0 0	2/10/15
			50 0 0	2/10/15
			5 0 0	22/10/15
			18 5 0	30/10/15
			10 0 0	30/10/15
			10 0 0	26/11/15
			3 14 4	27/11/15
			49 3 1	27/11/15
			5 0 0	27/11/15
			40 12 0	27/11/15
			55 0 0	27/11/15
			10 0 0	27/11/15
			5 0 0	27/11/15
			200 0 0	3/12/15
			20 0 0	1/2/16
			10 0 0	1/2/16
			15 0 0	22/2/16
			35 0 0	29/2/16
			5 0 0	29/3/16
			10 0 0	29/3/16
			104 15 0	30/3/16
			165 0 0	22/12/16
			55 0 0	17/12/17
			112 1 0†	
		£4,983 8 0	£4,983 8 0	

* Transfer executed by Tokerau District Maori Land Board pursuant to Part XVIII of the Native Land Act, 1909.

† Purchase-

money for Orakei No. 5 paid to Tokerau District Maori Land Board on 29/3/16.

NOTE.—In addition to the amounts shown above, Mere Paora Tuhaere was paid the sum of £700 for her improvements on Orakei No. 1 Reserve.

APPENDIX D. 3.

SCHEDULE OF INTERESTS IN ORAKEI BLOCK SUBDIVISIONS PURCHASED FROM TE RERE ARAMA, ALIAS HARIATA.

Interests acquired.			Purchase-money paid.	
Block.	Date of Execution of Transfer.	Consideration.	Amount.	Date of Payment.
		£ s. d.	£ s. d.	
Orakei No. 1 Reserve	24/8/15	717 0 0	200 0 0	13/11/13
			40 0 0	17/2/14
Orakei No. 1c	13/11/13	524 14 0	1,200 0 0	21/2/14
			10 0 0	27/3/14
Orakei No. 3c	13/11/13	617 13 0	85 0 0	27/3/14
			40 0 0	27/3/14
Orakei No. 3F 1	27/3/14*	43 8 0	250 0 0	2/5/14
			199 4 6	26/5/14
Orakei No. 4B	21/2/14	2,503 12 0	150 0 0	15/6/14
			100 0 0	15/6/14
Orakei No. 5	29/3/16*	119 11 8	100 0 0	1/7/14
			20 0 0	21/7/14
			70 0 0	5/8/14
			50 0 0	5/8/14
			50 0 0	5/8/14
			6 0 0	5/8/14
			50 0 0	6/8/14
			30 0 0	6/8/14
			5 0 0	19/8/14
			100 0 0	20/8/14
			5 0 0	20/8/14
			12 2 8	11/9/14
			15 0 0	25/9/14
			35 0 0	1/10/14
			25 0 0	20/10/14
			100 0 0	14/11/14
			8 3 0	10/12/14
			143 16 10	10/12/14
			19 18 9	14/12/14
			30 0 0	13/1/15
			100 1 3	9/2/15
			25 0 0	15/3/15
			25 0 0	15/3/15
			25 0 0	31/3/15
			30 0 0	19/4/15
			8 8 0	3/5/15
			30 0 0	3/5/15
			40 0 0	15/5/15
			60 0 0	19/6/15
			50 0 0	10/8/15
			50 0 0	24/8/15
			156 12 0	9/9/15
			243 8 0	9/9/15
			133 12 0	27/11/15
			10 0 0	5/2/16
			5 0 0	18/2/16
			15 0 0	29/2/16
			20 0 0	29/3/16
			120 0 0	4/10/16
			60 0 0	22/12/16
			60 0 0	31/1/17
			119 11 8†	
		£4,525 18 8	£4,525 18 8	

* Transfer executed by Tokerau District Maori Land Board pursuant to Part XVIII of the Native Land Act, 1909. † Purchase-money for Orakei No. 5 paid to Tokerau District Maori Land Board on 29/3/16.

NOTE.—In addition to the amounts shown above, Te Rere Arama was paid the sum of £300 for her improvements on Orakei No. 1 Reserve.

Approximate Cost of Paper.—Preparation, not given; printing (590 copies, including map), £110.

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Price 1s 9d.

