

such common fund to a committee of trustees composed of the following aboriginal Natives then residing in Poverty Bay—viz., Wiremu Pere, Peka Kerekere, Heni te Auraki, Tamiti te Rangi, Anaru Matete, Matenga Taihuka, Hoera Takiaha, Patutaki, and Hetekia te Kani Pere. Of the said committee of trustees all are now dead with the exception of Matenga Taihuka and Hetekia te Kani Pere.

(b.) The said common fund amounted to the sum of £4,000, or thereabouts, and the said committee of trustees did on or about the 28th day of November, 1887, agree to lend, and in point of fact did lend, the same unto two of its members—viz., the said Wiremu Pere and the said Peka Kerekere—for a period of two years commencing from the 1st day of December, 1887, with interest to be paid thereon at the rate of £6 per centum per annum.

(c.) The said Wiremu Pere and the said Peka Kerekere used the said sum of £4,000 in connection with a partnership existing between them, including therein farming operations on the Tangihanga No. 1A Block, and jointly worked the same as a farm for several years, when the said Peka Kerekere retired from his partnership with the said Wiremu Pere, who continued to farm the said land up to the time of his death in 1916.

(d.) At the time of the death of the said Wiremu Pere litigation was in progress between the legal representatives of the said Peka Kerekere (who had predeceased the said Wiremu Pere) and the said Wiremu Pere and others, in relation to matters arising out of the general partnership previously existing between the said Wiremu Pere and the said Peka Kerekere, part of the partnership matters in dispute having reference to the said Tangihanga No. 1A Block.

(e.) As a result of the litigation last mentioned a sum of £8,500 was on or about the 2nd day of April, 1917, agreed to be set aside as a fund for all those persons who had been interested in the purchase-moneys originally derived from the sale of the Okahuatuu No. 1 Block and the Okahuatuu No. 2 Block and the Tangihanga Block hereinbefore referred to, their successors, executors, administrators, or assigns (save and excepting out from the said persons the said Wiremu Pere and the said Hetekia te Kani Pere, and all members of the family of the said Wiremu Pere and the said Hetekia te Kani Pere, and all persons claiming through or under them in the said fund or the said blocks of land).

(f.) The arrangement referred to in the last-mentioned paragraph (e) was set out in a certain deed of covenant purporting to be made on the 2nd day of April, 1917, and expressed to be made between Henry Cheetham Jackson, of Gisborne, Accountant (as executor and trustee of the estate of Wi Pere, late of Gisborne, Native chief, deceased), of the first part; Matenga Taihuka, of Gisborne, Maori, of the second part; Hare Matenga, Hohepa Kahuroa, Rangi Whangawhanga, Mami Tawhiorangi, Mini Kerekere, and Karauria Kerekere, all of Gisborne, Maoris, of the third part; Hetekia te Kani Pere, of the fourth part; Mini Peka Kerekere aforesaid (as administrator of the estate of Peka Kerekere, late of Gisborne, deceased), of the fifth part; and Henry Cheetham Jackson aforesaid and Hetekia te Kani Pere aforesaid (as trustees in the Wi Pere Trust Estate, representing Hetekia te Kani Pere, Moanaroa Pere, Arapera Pere, Rongowhakata Aratapa, all of Gisborne, Maoris), of the sixth part.

(g.) By the said deed of covenant it was provided as follows:—

1. The said Henry Cheetham Jackson (as executor of the will of Wi Pere, deceased) and the said Henry Cheetham Jackson and Hetekia te Kani Pere (as trustees of the Wi Pere Trust Estate) shall pay to Matenga Taihuka the sum of £8,500, as trustee for all those persons who were interested in the said fund of purchase-money from the Okahuatuu Nos. 1 and 2 Blocks and the Tangihanga Block hereinbefore recited, their successors, executors, administrators, or assigns, save and excepting out from the said persons interested in the fund the said Wi Pere and the said Hetekia te Kani Pere, and all members of the family of the said Wi Pere and the said Hetekia te Kani Pere, and all persons claiming under or through them in the said fund or in the said blocks. And it is expressly agreed that the said Wi Pere and Hetekia te Kani Pere, the members of their family, and all persons claiming through or under them, shall not be entitled to share or interest in the said sum of £8,500.

2. The said sum of £8,500 shall be paid in manner following—to wit, £2,500 in cash (the receipt of which sum is hereby acknowledged), and the balance, £6,000, shall be allowed to remain upon mortgage for five years upon such securities as Mr. Fergus Gale Dunlop, the solicitor for the second, third, and fifth parties hereto, shall approve. The said mortgage shall be made in favour of the said Matenga Taihuka and the parties hereto of the third part, and shall bear interest at the rate of £5 10s. per centum per annum, payable quarterly from the date hereof. Failing the production of securities that shall be approved as aforesaid the said sum shall be paid immediately in cash.

3. The said sum of £8,500 shall be accepted by the said Matenga Taihuka in full and final settlement of the claims

hereinbefore recited of the said Matenga Taihuka, and all persons he represents as trustees, both to the return of the sum originally lent by the trustees aforesaid to Wi Pere and Peka Kerekere and any shares in the Tangihanga 1A Block; and the said Hetekia te Kani Pere, as survivor co-trustee with the said Matenga Taihuka, concurs in this settlement; and the parties of the third part, as the persons presently ascertainable to be interested in the said fund hereinbefore recited, also concur in this settlement for themselves and representatives of all the persons interested in the said fund as aforesaid. And it is agreed that these presents shall operate as a full and final release of the said Wi Pere and Peka Kerekere, their estates, executors, administrators, and assigns, and of the parties hereto of the sixth part, from all claims whatsoever arising out of the original loan of £4,000 hereinbefore recited, and all or any subsequent engagements to the trustees of the said fund subsequently entered into by them relating hereto.

4. The said Henry Cheetham Jackson and the said Hetekia te Kani Pere shall pay the costs of the second, third, and fifth parties hereto relative to this settlement.

(h.) On or about the second day of April, 1917, a sum of £2,500 was paid unto the said Matenga Taihuka, Hare Matenga, Hohepa Kahuroa, Rangi Whangawhanga, Manu Tawhiorangi, Mini Kerekere, and Karauria Kerekere, and on or about the same date a memorandum of mortgage No. 18492 (Gisborne registry) was executed by the said Henry Cheetham Jackson and the said Hetekia te Kani Pere, as mortgagors, in favour of the said Matenga Taihuka, Manu Tawhiorangi, and Mini Kerekere, as mortgagees, to secure the principal sum of £6,000 on the security of various land in the Poverty Bay District, such mortgage bearing interest at the rate of £7 per centum per annum, reducible on punctual payment to £5 10s. per centum per annum.

(i.) The said Matenga Taihuka, Hare Matenga, Hohepa Kahuroa, Rangi Whangawhanga, Manu Tawhiorangi, Mini Kerekere, and Karauria Kerekere, in entering into the said deed of covenant and effecting the settlement therein referred to, and assuming the office of trustees thereunder, acted without the sanction and authority of the numerous claimants to the said fund, being those persons who originally contributed to the said fund of £4,000 or are now legal representatives of those contributors.

(j.) The said Matenga Taihuka, Hare Matenga, Hohepa Kahuroa, Rangi Whangawhanga, Manu Tawhiorangi, Mini Kerekere, and Karauria Kerekere, on or about the 2nd day of April, 1917, opened a joint account at the Gisborne branch of the National Bank of New Zealand (Limited), and paid into such joint account portion of the said sum of £2,500.

(k.) Without taking steps to ascertain the claimants lawfully entitled to participate in the said sum of £8,500, the said Matenga Taihuka, Hare Matenga, Hohepa Kahuroa, Rangi Whangawhanga, Manu Tawhiorangi, Mini Kerekere, and Karauria Kerekere have operated on the said banking account, and have drawn substantial sums of money therefrom, for their own benefit, and have refused to call a meeting of claimants. The said Matenga Taihuka and other Natives last named have provided no safeguards against the moneys on the said banking account, and the sum of £6,000 secured by the said mortgage and the whole of such funds are in jeopardy and in danger of being dissipated.

The claimants desire (a large number of Natives are claiming to the fund, and the trustees decline to admit their claims)—

- (a.) That the present trustees be removed from office.
- (b.) That the Public Trustee or some other suitable person be appointed trustee of the fund.
- (c.) That the claimants be at liberty to prove their rights as claimants to the fund.

#### TANGIHANGA 1A.

Claimants for whom Messrs. Chrisp and Coleman are acting.

Himiona Katipa.	Wiremu Hatere.
Kaha Kerekere.	Rangi Rikiangi.
Taraipine Tutaki.	Waitu Akurangi.
Horianana Hooper.	Pa Nooti.
Rangi Kerekere.	Karaitiana Akurangi.
Heni Tipuna.	Hariata Ahua.
Iriapa Kerekere.	Wikorotau.
Rawiri Kerekere.	Ruihi Heihi.
Rawiri Kere.	Matemoana Taituha.
Hemi Popata.	Teke Maki.
Harata Ruatapu.	Nimerata Kehukehu
Katarina Hoikau.	Heruimaha Karau.
Maraea Paku.	Penepa Honia.
Puka Moeau.	Mere Kiki.
Mere Teatu.	Mere Hape.
Hati Moeau.	Hariata Tena.
Mereana Hamure.	Heni Noti.
Karukoura Tekanui.	Whio Tepaiho.
Katerina Takauriaki.	Taraia Teraehe.