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Agreement for a Township at
Ohinemutu, between Francis Dart
Fenton, for the Government of New
Zealand, and the Chiefs of
Ngatiwhakau, Ngatiangiwewehe,
and Ngatienukiokopako, the supposed
owners of the soil:—

Certified as a correct translation of the original
except as to those clauses on pages 3 and 4 bracketed
and marked "Paragraphs omitted by the copyist may be
referred to as in the original." Some clauses are not in the
original.
Dated the seventh day of March 1839.

Wm. King, Valuing
of Lands
for the
Native Department
Wellington
and
Francis Fenton
Native Department
Wellington

1. The land from the West end of Te Pukeroa
to Pueranga Stream, and from the Lake Rotoma
up to the mountains, must be investigated;
and the ownership thereof certified by the
Native Land Court of New Zealand, excluding
the Native Village of Ohinemutu, as hereafter
defined. With this view, a claim defining the
boundaries must be immediately sent in to
the Registrar of the Native Land Court.
2. Immediately on the receipt of the Claim,
Mr. Smith, Chief Surveyor, will survey the
land comprised therein. As soon as possible
afterwards, the Court will sit at Ohinemutu.
3. As soon as the land is surveyed, Mr. Smith
will set off the town in the manner partially
indicated to Te Anohau and the other Chiefs,
this morning. The particulars of the Town
are as follows:—

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1. The site of the present Maori Village, between Te Pukeroa and the lake, will be left as it is, a "Kainga Maori"; but the present road is to be widened, if necessary, and carried on into the Town.
 2. Te Pukeroa to be a reserve for public recreation, under the management of certain Pakehas and Maories, to be nominated by the Committee.
 3. The persons who own pieces of land on Te Pukeroa are to be compensated by allotments in the Town. Te Komiti Nui of Rotorua will arrange these exchanges.
 4. The Roman Catholic Church will receive a section of the Town, as compensation for their claims on Pukeroa.
 5. An experienced Doctor is to be stationed in the Town.
 6. All the medicinal waters within the claim shall be public reserves, and under the management of the Doctor, who may make laws regulating

Vide Agreement (see 2)
 of 24th 83. 183/665

to be for?

their use.

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4. All the streets of the Town are to be conveyed to the Queen.
5. Land is to be given for a water course, to bring the water of Utuhina R. to the Town, free of charge.
6. Maori sick are to be admitted to the Hospital, without payment.
7. As soon as the Town is of sufficient importance, a Resident Magistrate, appointed by the Government, is to be stationed here. The Resident Magistrate, the Doctor, and a Native appointed by the Committee, shall be a Licensing Board for Public Houses, to the exclusion of all other licensing authorities; but until these persons are appointed, the existing authorities may act.

Paragraphs omitted
by the Copyist,
may be regarded
as in the Contract.

The allotments in the principal streets of the Town to be a quarter acre; around the margin of the Town, to be larger.

The streets to be one chain and a half wide.

Reserves to be made for Court House, Telegraph Offices, Schools, Hospitals, and other public objects.

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The Town to be drained into
Pueranga Stream.

8. The Allotments of the Town will be let by auction, in Auckland, by the Commissioner of Crown Lands, for a term of ninety nine years. Rent payable half yearly: - first half year's rent to be paid in advance, on the signing of the Lease.

The Commissioner of Crown Lands shall sign the leases, on behalf of the Native Owners. The first half year's rent will be received by the Commissioner of Crown Lands, on the signing of the Lease. All subsequent rents will be received by him, or some officer appointed by him for the purpose. These officers must hand over the rents, after deducting costs of advertisements, to some person to be appointed by the Committee for the purpose. If the Maori owners desire to have their pieces partitioned, the subdivisions must follow the lines of the sections. If the Town or any part thereof is so apportioned, the Commissioner or his appointee shall

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of Agreement
of 18th Feb. 1865

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hand over the rents to the several owners.

9. The Maories shall not trouble the European lessees with business about the leases, but shall go to the Commissioner, or his local representative.
10. None of the land within this Claim shall be sold by the Natives, but, when the Native Land Court is sitting, it shall be asked to tie up the land so that it cannot be sold or mortgaged.

If hereafter the owners desire to let other portions of the Claim, outside the Town, the land shall be cut into sections of not exceeding forty acres. These shall be dealt with as previously provided for the Town sections.

11. Forty acres shall be devoted for a cemetery; the site to be fixed by the Chief Surveyor. The present cemetery is to be closed.
12. The cost of the Survey is to be paid out of the first rents.
13. No land within the block is to be rated until leased. Then the lessee shall become liable to rates.
14. No land, within the Native Village

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excluded, shall be let or sold hereafter to the Pakeha. This provision is not to affect, in any way, the supposed rights of Europeans now settled in Ohinemutu.

The provisions of this Agreement also shall not apply to those Pakehas on that piece of land.

15. All licencing fees and rates are to be expended for the benefit and improvement, and the planting the reserves of the Town, by the three persons, who have been mentioned).

16. The principle of the law of trespass shall be that the owner of animals must fence them in, and the owner of land is not required to fence them out. All animals may be impounded, if trespassing on land, whether fenced or not.

(s?) R. Whiteria Te Waiaua.

- (s?) W. M. Hekairo.
 " Hemi Te Tupara.
 " Paora Te Anohau.
 " Popata Horokai.
 " Te Ma Pahi Rangitakahuaru
 " Piwiti Ahiwani.
 " Kuna Tahiuitia.
 " Macario Te Tuwara x
 " Piipi Te Hapu x
 " Retimana Poramati.

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- (2.) H. Kōhiri Le Wharepūmanga
- Le Otini o te Māhūrotomā
- Wi Kōpa Ngāwhān.
- Pōtoma Hororiri
- Maia Le Ahu
- M. W. Maui Le Rangikāhaka
- Katema Le Ahu x
- Mere Maui x
- Okiri Ngātara
- Tamati Kapimānā
- P. Taiapo te Maratani
- Teriri Rotohiko
- Takota Le Tokohi
- Peterika Ngāwhānui
- Hauata Pūhiki
- Ngā Mata Tokoma Kōwhiri
- Maora Le Rangī Le Mata
- Rangī Paoro Pūwhiri
- Petera Le Pūwhiri
- Hanare Le Pūwhiri
- Pūwhiri Tūpūhānā
- Pōtenu ^{hi} x ^{mark} Haukiriwai
- Māhara ^{hi} x ^{mark} Ahuhata
- Le Mata ^{hi} ^{mark} Mutu
- Nāca Taitūmā
- Tūmōti ^{hi} x ^{mark} Reona
- Le Perō Nūia
- Riri Pōtenu
- Karupatenu Hira
- Mihaka Patahū
- Renati Ahuhata
- Māia Ngāwhānui
- Pūwhiri Tūpūhānā
- W. Matenga Le Māhara

(2.) Maikūmi Kaha
 A. Tareti Matenga
 Deed 1839

(2.) J. D. Fenton, for the Govt.

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He Kōwhiri o te Govt.
 Deed 1839. It shall be right for the
 Govt. to allot a section in the
 Town to such Chief