

Had the Maoris interested in the Ngaitahu Block realized the position in which they were placed by the reference to the Native Land Court of the document called Kemp's deed *as an agreement*, and that it was competent to them to bring before the Court all questions relating to the purchase which were then in dispute between themselves and the Crown, or had they been properly advised or represented on the occasion, we believe that important points which were not, but should have been, brought under notice would have received the attention of the Court. In support of our opinion we refer to the evidence on this point given by Chief Judge Fenton and Mr Alexander Mackay

To estimate the damage sustained by the Native owners of the land through failure, during so long a period, to fulfil promises made, by which they were induced to "put their land into the hands of the pakeha" (as they express their idea of the transaction), is a task beyond our powers.

Full amends for failure or neglect in the past cannot be made in the present by assessing damages. Restitution can, however, be made; and a trust accepted, but almost ignored in the past, may now be acknowledged and more faithfully administered in the future.

Having thus stated to your Excellency, in general terms, the opinion which we have arrived at after a consideration of the whole question, so far as it has been presented to us, we now take the liberty of suggesting a plan which we conceive would meet the requirements of justice, and the obligations still existing in virtue of the treaties made with the Ngaitahu for the surrender of the land comprised in the Otakou and Ngaitahu Blocks.

We propose that an account should be opened as between the Government and the Ngaitahu; that on the one side should be entered the eleventh part of the proceeds of all land sold by the Government within those two blocks. On the other side of the account should be entered—1st. The present value of all reserves which have been made for, and are now in the possession of, Maoris within those blocks. 2nd. The total expenditure by the Government for the benefit of the Ngaitahu or other tribes interested in the land, including all payments on account of lands within the boundaries of the Ngaitahu and Otakou Blocks made subsequently to those referred to in the deeds of cession as the money consideration. The balance to be regarded as a funded debt, a fair interest on which should be allowed and applied for the general purpose of ameliorating the condition of the Natives interested, in such manner as may be found from time to time expedient and practicable, as, for instance—(1) supplying medical aid; (2) in establishing and supporting schools; 3) in the purchase of land in cases where the reserves already made are found inadequate, also for Maoris who have no share in any of these reserves; 4) in giving pensions or annuities in certain cases, and in providing for the infirm and destitute; lastly, in generally carrying out the promise of "atawhai" or kindly care.

We propose this in view of the fact that a literal fulfilment of all the terms and conditions of the treaties referred to, and of the promises made in connection therewith, is not now possible. The evidence before us shows that lands which, by the terms of the Ngaitahu deed should have been excepted, have been Crown-granted to European settlers; that reserves were promised which have never been made; and that eel preserves, kauru groves, and other sources of food supply, which, under the term "mahinga kai," were not to be interfered with, have been destroyed. In many ways the terms of contract have been violated. To restore is impossible. A compromise of the claim for compensation is the only possible way of meeting the case, and we submit that the mode suggested by us is just and reasonable.

AKAROA.

With respect to the Akaroa Block we think it would come properly under the arrangement proposed with reference to the Ngaitahu and Otakou Blocks. It would appear, from the correspondence on the subject of the purchase of the Port Cooper and Port Levy Blocks by Mr. Commissioner Mantell in 1849, that Banks Peninsula was held by the Government to be included in the purchase made by Mr Kemp. The memorandum by Lieut.-Governor Eyre on the instructions to be given to Mr Mantell directs that, for the purpose of treating with the Natives for such portions of the Peninsula as were required by the New Zealand Company, it should be regarded as a reserve made on behalf of the Natives, to be given up on payment of compensation; and that, with the exception of the French Company's claim and the reserves to be made for themselves, the title to the residue is vested in the Queen by the purchases made. The payments, therefore, which were made for the Akaroa and other blocks in the Peninsula should be entered in the proposed account to the credit of Government as expenditure for the benefit of Ngaitahu, reducing by its amount the balance which it is proposed to regard as a debt. The evidence in the case of the Akaroa Block shows that many of the Native owners were absent at the time of the purchase by Mr Hamilton, that they have since returned, and in several cases are homeless and destitute, having received no portion of the purchase-money, and not being admitted to share in any of the reserves. An attempt to provide for these absentees by reserving a large portion of the Akaroa Block appears to have been made by Hoani Papita, but was not successful.

MURHIKU

With respect to the purchase of the Murihiku Block we consider that the wording of the deed excludes the possibility of any such understanding with reference to reserves as we think

See Matenga
Taiaroa's state-
ment.—Extract:
"Mr. Kemp said
to us that we
should give up
all the land, and
that he would
take charge of
it"—"tiaki,"
administer;
literally, take
care of.

Mackay's book,
vol. I., p. 253.