

SESS. II., 1887.
NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE

(REPORT OF), ON PETITION OF NGARANGI KATITIA, OF PATEA, AND 26 OTHERS, TOGETHER WITH MINUTES OF EVIDENCE.

Report brought up 1st December, 1887, and ordered to be printed.

No. 138.—Petition of NGARANGI KATITIA, of Patea, and 26 others.

PETITIONERS complain of the way their leasehold land is dealt with by the Government, and pray that the Act may be so amended that they may receive their rents direct from the leaseholder, and that they may occupy the land as soon as the leases run out.

I am directed to report that, as the Government are introducing a Bill this session dealing with this matter, the Committee recommends the petition be referred to them for consideration.

WILLIAM KELLY,
Chairman.

1st December, 1887.

MINUTES OF EVIDENCE.

TUESDAY, 22ND NOVEMBER, 1887. (Mr. W. KELLY, Chairman.)

NGARANGI KATITIA (TE OTI POROTENE) examined.

1. *The Chairman.*] Where do you live?—I live at Patea, and represent the petitioners.

2. You can make a statement to the Committee in respect to the prayer of your petition.—The lands referred to in the petition were leased by us many years ago to Europeans, and we collected the rents from the Europeans in possession. Since the passing of the West Coast Settlement Reserves Act the power of collecting the rents has been taken over by the Public Trustee. When Mr. Ballance visited the West Coast we objected to this arrangement. We considered that we should be allowed still to collect the rents ourselves. Mr. Reynolds has been appointed a Commissioner to collect these rents. A charge of 2s. in the pound was made for collecting these rents. This was a charge by way of commission. We objected to this, saying that the Government had arbitrarily taken over the administration of our lands, and therefore they should not make a charge. Mr. Ballance promised to consider the matter. He did consider it, and the result was that the commission was reduced to 1s. 6d. in the pound. The lease provided for the payment of the rent within a period of eight days from the due date; that is, payment should not be delayed for more than eight days after the date fixed in the lease. But now the money is kept back for two, or three, or four months beyond the proper time. I have handed the lease to the Committee. It provides that the rent should be paid in August. I wish to point out to the Committee that the money due in August has not been paid yet. It is now four months overdue. These are the reasons why the petitioners ask to be allowed to collect their rents themselves. We paid all the charges in the first place connected with these lands and also the survey. I do not think it is necessary to make any further explanation, because the petition is quite clear.

3. This rent is now collected by the Public Trustee?—Yes.

4. What rent does he collect half-yearly? I see it here stated: First half-year, £94; then it increases; the next amount is £122 5s., and the next is £159 17s. 6d. But let me first ask you how many acres are there in this particular block?—The original block contained 376 acres. The Government have since taken a portion of it for a school and for road purposes, and part of it was given to a Native (Taurua), amounting to 73 acres; so that there is now left but 303 acres, and the amount of rent is reduced in proportion.

5. Who gave that land to that Native?—That was an arrangement made by Sir William Fox and Mr. Parris after the lease was made.

6. At the time this land was leased had the Natives a Crown grant?—There had been no Crown grant issued when this land was leased. The lease was in existence long before the Crown grant was issued.

7. Are all the names which I see here in the Crown grant?—Yes. I beg to hand you a list of the names in the Crown grant.

8. Then you hold 303 acres under the old lease?—Yes.

9. When the lease was arranged were the Natives satisfied with what had been done in the matter by the Public Trustee?—The Natives were not satisfied with the arrangement made by the Public Trustee. The reasons of their dissatisfaction are set forth in their petition; the statements made in their petition are evidence that they were not satisfied.

10. What rent is due now on the land?—I do not recollect the amount. Ten years have elapsed; now we have entered upon a fresh term. For the last term that has just expired the rent was 6s. 6d. an acre. That, however, has been raised, as we have entered upon a third term.

11. And you say that a charge of 1s. 6d. in the pound is made by the Public Trustee against that money?—Yes.

12. Can you inform the Committee what back-rent is due to you?—I could not inform you of the exact amount without going into a calculation.

13. Do you know how many Natives receive a portion of this rent?—The whole of the people in the Crown grant.

14. Is it divided equally among them?—No; the shares are not equal. The shares have been ascertained; some have five acres, some ten acres, some seventeen acres, some forty acres, and so on.

15. I suppose you have other land?—Yes, we hold other land; but all the best portions have been leased to Europeans.

16. You state that “formerly” you were allowed to receive the rents yourselves: that was, I presume, before the land went through the Court?—This land had never been before the Court.

17. It must have been before some Court.

Mr. Carroll: For a long time the natives leased the land themselves. Then the land was brought under the operation of the West Coast Settlements Act: it then came under the administration of the Public Trustee, under a legal construction placed on that Act.

The Chairman: They ask that when the lease expires they may be allowed to take possession of the land again and manage it themselves.

Mr. Ballance: They have been asking for that for some time past.

Witness: What we wish is that this land should come back to us so that we may occupy it, sow seed upon it, or put stock upon it.

18. *Mr. Ballance:* I would ask the witness whether there is any disposition among the owners of this land, or among Natives generally, to cultivate their lands themselves?—There is a very strong desire on the part of the Natives to cultivate these lands, to grow wheat upon it, to put stock upon it, for themselves; but the portions of land now occupied by them are inferior bush land, upon which we can neither grow wheat nor put stock.

19. Have you not some land which you are now cultivating?—Yes; we have some small portions—perhaps fifty or one hundred acres. There are about one hundred men, women, and children cultivating.

20. *Mr. Ballance:* Do you know of any promise made when these leases were granted for a renewal of them to the occupiers?—Some people did agree that the leases should be renewed, others did not. I myself objected very strongly. You, Mr. Ballance, will remember my objection to the execution of a new lease to a piece of land called Haututu. But Mr. Reynolds, the Commissioner, has informed us that when the present lease expires these lands will be re-leased. We object to that. We oppose that being done, and the European lessees have told us that the land will never come back to us: that they are about to get a renewal of their leases. This statement has troubled us very much.

21. *The Chairman:* Have the Native owners made application to the Native Land Court to have their title individualised?—Some of us have applied to have our shares individualised, but there has been some disputing among the Natives, so that the application was not unanimous; some of the Natives opposed the individualisation of the shares.

22. Did you apply?—Yes.

23. You say in your petition that the rents are not paid until three or four months after becoming due: is that correct?—That is the case. I would ask you to look at the present lease which is now in force, which proves that the rents should be paid in August; they have not yet been paid.

24. *Mr. Ballance:* Are you aware of a regulation to the effect that the rents shall be paid by the Trustee on the date they are due, whether the lessees have paid their rent or not?—But the money has not been paid notwithstanding. It is this delay in getting their money that makes the Natives so dissatisfied.

25. If the money were paid punctually, would that satisfy the Natives?—We would still object to the deduction of 1s. 6d. in the pound, and we would still insist that the land should revert to us at the expiration of the lease.

26. *Mr. Carroll:* These are the objects for which you petition?—The real meaning of our petition is this: We wish to have the administration of our own lands. Seeing that the Government have taken the bulk of our lands, we should have the administration of the small portion remaining to us. We shall never sell these lands: if returned to us, we should ask that a restriction should be put upon the sale of them, at the same time that we should have powers to lease.

27. *Mr. Taipua:* What are the real grievances you have to complain of in regard to the administration of these lands by the Trustee?—We complain that a commission is charged to us for collecting these rents, seeing that we never asked the Government to collect these rents; that the rents are not paid to us at the proper time; and we desire to get back these lands when the lease shall have expired. We pointed out to Mr. Ballance that it was not just that we should be made to pay 1s. 6d. in the pound. Seeing that we never set up the Public Trustee to look after our lands, why therefore should we pay commission? It is not our wish that this money should be placed in the hands of the Public Trustee. I said to Mr. Ballance that if he had any consideration for the Maoris, inasmuch as he appointed persons to look after their interests, he ought to pay the charges.

28. *Mr. Ballance.*] Was not the commission more than 1s. 6d. at one time?—Yes; I have explained to the Committee that the Trustee's charge was at one time 2s. in the pound. Mr. Ballance considered the charge too high, and said he would try and arrange to have it reduced.

29. Were there not charges for travelling-expenses and other things beside made by the Commissioner?—It actually exceeded 2s. in the pound. Mr. Reynolds told me it was not to exceed 2s. in the pound, but when they produced the accounts, and I came to Mr. Hamerton, he told me that it was a little more than that.

30. *The Chairman.*] Suppose there was no Public Trustee, would the Natives themselves be able to collect from those Europeans their rents, and divide them in the same way as they are divided by the Public Trustee, without any dispute or trouble?—Yes; they would be quite competent to collect the money and divide it satisfactorily. We should be quite capable of doing this, because we are all closely related: we all belong to the one hapu.

31. Am I to understand that you would all be agreeable to adopt that system?—I can only speak for my own hapu. We are willing and anxious to have the collection of our own moneys. As to the arrangement made by the Trustee, I think that the moneys should be paid to the Natives at once by the Trustee. In the case of any tenant being behind with his rent, the land should be given up and the lease be cancelled.

The Chairman.] Whatever the arrangement was with the Public Trustee that will be carried out. As to cancelling the lease, a legal course of action must be adopted before you could cancel a lease.

Mr. R. C. HAMERTON, Public Trustee, examined.

32. *The Chairman.*] What quantity of land, Mr. Hamerton, do you administer under this trust; is it extensive?—It is a very extensive block of land. I should state that there are two distinct systems as regards the reserves: one, a very large area, has been leased by the Public Trustee; the other is a large area, but much smaller, and was originally leased by the Natives, but under the Act of 1884 the rents under the lease are payable to the Public Trustee.

33. Have you any idea what the rents amount to annually?—I would have prepared myself with all the requisite information, but I did not know what I was summoned for. I should say it amounts to £4,000 or £5,000 a year. I could let you know the amount exactly.

34. Will you tell us to-morrow the number of Natives that receive rents, and the amounts?—Yes, I can do that.

35. Do you know anything about this lease?—Yes. If that is the lease shown to me in my office it is still in full force.

36. With the exception that the land is reduced by 73 acres?—I know nothing about that at all.

37. There were 73 acres taken from the block for school-purposes and some other purposes; the tenant, therefore, pays so much less in proportion?—The rent is payable to Mr. Rennell in New Plymouth, so that I have not at the moment the knowledge to enable me to say what amount has been paid.

38. Have you heard what Mr. Ballance has said, that the Natives are supposed to get their money on the date it becomes due, and that there is a regulation to that effect?—Yes, I heard what Mr. Ballance said, and would ask if it was an Order in Council.

39. *Mr. Ballance.*] No; it was a regulation made in accordance with my memorandum—a memorandum which I wrote to Sir Julius Vogel as the head of the Trust Department: has it been adopted?—It has not been adopted. I pointed out that it might land the office in a tremendous loss. The order received and acted on since then is, that we should pay the Natives their rents on the 1st January and the 1st July, instead of October and April.

40. Has that been carried out?—It has been carried out to the letter; but, of course, when a man has not paid his rent we do not pay it for him.

Mr. Ballance.] I think the order was that you were to pay this rent whether the man paid his rent or not. The matter was carefully considered. The Trustee has always a large amount of money in his hands belonging to Natives, and it was felt that some concession might reasonably be expected on that account. There would be no loss whatever incurred by the Public Trust Office.

41. *Mr. Monk.*] You charge $7\frac{1}{2}$ per cent. for collecting these rents: is not that very high? I have heard that similar duties have been performed for $2\frac{1}{2}$?—There are expenses connected with the collection: we have to pay a man's salary; when a tenant is in arrear we have to pay for legal costs.

42. Would not the tenant have to pay that?—Yes, if we could recover it. As a matter of fact, at $7\frac{1}{2}$ per cent. the collection is landing the office into a loss now.

43. *The Chairman.*] You are working under the Act of 1884, and you are limiting yourself entirely to the provisions of that Act?—Yes.

44. *Mr. Ballance.*] There is a wide distinction, is there not, between the block of land represented by these petitioners and other blocks of land leased by the Public Trustee further up the coast?—Yes, a very great difference.

45. The question arises whether it is desirable to allow these Natives to administer their own property?—If you ask me for my own opinion, it is that it would be better to do so.

46. That applies to those Natives who have confirmed leases?—Yes.

47. This is one of the confirmed leases?—Yes.

48. Do you see any reason why this land should not revert to the Natives, to deal with as they please, after the expiration of the lease?—None whatever.

49. Has any promise been made, or is there any obligation that these leases shall be renewed at the expiration of the term?

The Chairman.: By the Trustee?

Mr. Ballance.: By any one?

Witness : I think there is an implied promise. I should explain that, when the Act of 1884 passed, there was a provision in it that these confirmed leases should come under the Act and be renewed. I think, if the Act is referred to, you will find some such provision. In accordance with that Act Mr. Thomas Mackay, who was then on the West Coast acting for the Trustee, held a meeting of these confirmed leaseholders. I believe it will be found that he made a promise to them that their leases, having come under the Act, would be renewed for thirty years at a rental to be determined by valuation.

50. What power had Mr. Mackay to make that promise?—He was acting for the Public Trust Office: he was on the spot at the time.

51. Was he acting for the Natives?—No, not for the Natives.

52. You refer now to the Act of 1884: does it not provide that the rent shall be fixed by the Public Trustee, the Natives, and the lessees: suppose they did not agree to that—suppose the Natives did not agree to?—Then we could not go on—in fact, that took place, and we are stopped.

53. Could there be any valid promise made without the consent of the Natives?—No, I should say not; for everything depends upon the consent of the Natives.

54. *Mr. Carroll.*] Had the Commissioner any power to grant a renewal?—The Trustee has.

55. Without consent of the Natives?—I shall read the clause. [Reads.]

56. *Mr. Ballance.*] You have said that you think it would be better as the leases expire to allow this land to be managed by the Natives?—I see no objection to it.

57. There was a Bill, if you remember, before the House last session which substituted for the consent of the Native owners two Assessors to be appointed by Government: have you any opinion as to whether it would be better or not to enact such a measure, or whether the land should be simply allowed to pass back to the Native owners?—I am not quite clear whether that Bill, which passed the lower House last session, referred to confirmed leases.

58. It referred to confirmed leases distinctly, and provided that, instead of the consent of the Native owners being obtained, there should be two Assessors?—My opinion is that it would be better to allow the Natives to manage for themselves, and therefore that the clause need not be enacted.

59. *Mr. Taipua.*] Would you have any objection to this land being dealt with in the same way that Pamariki's land, in Motueka, has been dealt with? The Board, of which I am a member, decided that Pamariki should have the administration of the land granted to him: why should not this be dealt with in the same way?—The circumstances are altogether different. Mr. Alexander Mackay, who was Commissioner of Native Reserves, decided that this particular piece of land should go back to him, or rather to Mere Nako, who was a relative. It was land that belonged to Mere Nako, and therefore should go back when the lease expired.

60. Would not that apply to this case also?—No; because there is no land, except Manaia, which belongs to one person only.

WEDNESDAY, 23RD NOVEMBER, 1887.

Mr. R. C. HAMERTON, examination continued from the previous day.

61. *The Chairman.*] You promised the Committee certain information: can you supply it?—Yes. This table [produced] shows the rents receivable under each grant; the district is divided into areas which we know as "grants"—grants made to ten, fifteen, twenty, fifty, or seventy persons, as the case may be; the tables shows the rent payable under each, the number of beneficiaries in each grant, the amount actually received in respect to each grant during the year ending the 30th September. I have brought the return for twelve months down to the end of the last quarter.

62. Is the acreage here?—The acreage is not there. I did not understand that you asked me for the acreage, but I can, of course, furnish it.

63. We wanted the amounts and total acreage?—I am sorry I misunderstood you. I did not know that you wanted the acreage.

64. According to this the total sum payable is £10,798, and the amount you have paid over is £7,573?—Yes; these totals represent both the confirmed and ordinary leases. There is, however, one thing which I wish to make perfectly plain, if the Committee will allow me. A question was raised yesterday by Mr. Ballance as to whether I had not received instructions to pay the Natives on the dates named the whole of their rents whether I had received them or not. Here is the instruction: "Henceforth there is to be payment made to the grantees on the 1st of January and the 1st of July in each year for the half-year passed; and, in order to make such settlement without delaying to ascertain the receipts for such half-year, settlement is to be made on the basis of the receipts for the previous half-year."

65. *Mr. Monk.*] These landlords, as I understand it, are dependent on those who collect the rents for them. If the Government undertake for them the surveillance of this matter, is it not quite possible that the Natives may have no greater security than if they were managing for themselves, and not so much energy in looking after the management as if it were in their own hands?—It is possible.

66. *The Chairman.*] You say there are some of the tenants who are not paying their rents?—I think so from the reports I have had from the Reserve Trustee at New Plymouth: as a matter of fact, some have not paid.

67. What is the quality of the land?—It is bush-land and they have not the capital to clear it.

68. The Natives say that they do not approve of having to pay for improvements on the land when the lease has expired?—As these are confirmed leases which were made by the Natives themselves, I have nothing to do with them: if the Natives themselves make the lease they will have to abide by it. They also say they object to the payment of $7\frac{1}{2}$ per cent.; but, as a matter of fact, 1s. 6d. in the pound does not cover the whole expense of collecting these rents.

69. As I understand it, what they want is that if the tenant does not pay up he should be ousted at once?—Just so.

Mr. Carroll: That you should take legal proceedings to recover possession of the land.

Witness: Then comes the question, who is to pay the costs?

The Chairman: You would have to deduct the costs from the rents.

Witness: My instructions are to charge $7\frac{1}{2}$ per cent.

70. *The Chairman*.] Is there no order authorising you, so as to enable you to collect these rents, to sue or take other legal proceedings?—The only order is that $7\frac{1}{2}$ per cent. shall be charged. I should hesitate to put the country to the expense of a suit or legal proceedings which might be very costly.

Mr. Carroll: What they mean is that any tenant being a defaulter should not be allowed to continue in occupation: that, in effect, he should forfeit his lease.

Witness: Then this would follow: that the result would be much worse for them. If we ousted a tenant who now pays, say, 10s. per acre, we should not, perhaps, get a tenant to pay more than, say, 7s. If we get rid of a tenant who should pay, no matter what amount, it is more than probable the holding must be let at a lower rental. To precipitate matters, therefore, must tend to the disadvantage of the Natives themselves.

71. *Mr. Carroll*.] Then the question arises, how long are these people to wait?—That is the question, and it is a very difficult question to deal with.

72. *The Chairman*.] You say these leases are in respect of bush-land which the tenants have not capital to clear; are there tenants in arrear who have the lands?—There are two tenants, or more, on very good fern-land, that are in arrear.

73. Have you had any complaints that rents are too high?—Yes, very numerous complaints.

74. *Mr. Ballance*.] Does that apply to this particular class of lease?—It is necessary to distinguish between the two classes of leases; the ordinary lease and the confirmed lease. The lease referred to in this petition is a confirmed lease: under this class of lease, which the petitioner represents, there are very few arrears?—Very few arrears.

75. You have said that the settlement to be made was to be based upon the amount of rents received during the previous half-year. Suppose that during the half year previous the whole of the rents were paid, in that case the natives would receive their rents punctually?—Yes; the money is sent from my office so as to reach Mr. Reynolds on the 1st January and the 1st July.

76. The rents under these confirmed leases are paid within six months after they are due, and in that case would not the whole of these rents be payable on one day?—Yes; but it is necessary to explain, in reference to these confirmed leases, that we have, as far as possible, endeavoured to satisfy the Natives; we have not waited for the first of each month to see that the rents have come in.

77. Then, they are paid before they are due?—We recognised that there was a hardship inflicted on the natives—that the receipt of their rents was taken from them.

78. What I want to make clear is that it is not under these confirmed leases that the tenants are in difficulties?—No; they are not in difficulties.

79. Whatever may be the difficulties under the ordinary leases, or the arrears due, these difficulties do not exist under these confirmed leases, and the arrears are very few?—Very few.

80. *Mr. Carroll*.] The rentals under these confirmed leases were bargained for between the Maoris and the European tenants themselves, and the Public Trustee had nothing to do with them?—No.

81. *Mr. Ballance*.] What would you recommend in order to give effect to the clause in the Act of 1884 so as to get the Natives to agree to the renewal of these leases?—The change I recommended, in consultation with the Minister of the day, was that Assessors should be appointed by the Natives to confer with Mr. Reynolds, as representing myself and the lessees; but we were placed in this difficulty: that the Natives would not appoint; they said they would not appoint.

82. But there is another difficulty: Suppose they did appoint, and they did not agree to any rent at all, would not that be a dead-lock?—Yes.

Mr. Ballance: If the evidence given yesterday be correct, that is how they would act again.

Mr. Monk: Are we, in equity, bound to deal with these leases at all? Is there any reason in equity which suggests itself that the Government should force these leases to be effective as against the Natives if the conditions are not complied with?

The Chairman: It is perfectly clear that the Public Trustee has no power except with the consent of the Natives.

Mr. Monk: It is in evidence that there was a Bill before this House which contemplated the forcing of these people by some means or other to lease their land. How did that arise?

Mr. Ballance: It arose in this way: under the Act of 1884 provision was made for the renewal of leases. It was believed that a large portion of the Natives were willing to renew their leases. A large number of Natives were willing to renew. Then the Atkinson-Whitaker Government left this Bill in type, which provided that the three parties must agree. There was no objection raised to that, but after the Act was passed it was found that the Natives would not agree. The minds of the Natives appeared to have undergone considerable change; previously they were in favour of renewing; now the large majority of the Natives were against renewing. Then, the idea was entertained, as the whole of the Natives would not agree, that Assessors might be appointed to represent the Natives.

Mr. Monk: Is it desirable to do so?

Mr. Ballance: I think the Natives ought to have the power, if they pleased, to appoint an Assessor to carry out the clause on behalf of those Natives who are interested.

Mr. Carroll: They could appoint any one they please to represent them.

Mr. Monk: Could they not collect their own rates and rents in any way that would be satisfactory to themselves?

Mr. Ballance : I wish it to be understood that I am only referring to the confirmed leases. The petition before the Committee does not cover the whole of the leases on the West Coast—it only covers the confirmed leases. It refers to leases made by the Natives themselves, and not to ordinary leases made by the Public Trustee; and it only refers to the clause in the Act of 1884 which the Public Trustee read to the Committee yesterday.

Mr. Carroll : The petitioner might be asked, as he represents the people of his district in this matter, whether he would be willing to elect an Assessor to represent the Natives, or whether he would prefer to have the titles individualised by the Native Land Court, and the lands held separately.

Petitioner : I object altogether to the election of an Assessor. It should be left wholly to the Natives whether they will hold their lands in common or whether they should apply to the Land Court to have their shares determined. If the people decide to have their land subdivided and the share of each one determined, well and good: if the people desired to hold their lands in common, well and good; but they will certainly not agree to appointing an Assessor. This is no new objection of mine.

83. *Mr. Ballance* (to Petitioner).] But the people themselves would have the right to appoint?—No; they will not agree to that at all.

84. Suppose you were appointed yourself, would you object?—Yes.

The Chairman : If they do not individualise the land you must get the whole of them agreed upon any certain thing: if they want an Assessor you must get them all to agree to that. I understood the Petitioner to say that his people were not prepared to individualise their titles; the whole thing, in my opinion turns upon that. He might not be anxious to individualise his share, but the other Natives might be anxious to individualise the land.

Mr. Carroll : He can, or any person can, apply for the subdivision of his portion: the Act has been altered so that that may now be done.

The Chairman : The best way would be to subdivide the land.

85. *Mr. Monk* (to Petitioner).] Would it not be better, and more economical, to allow them to collect their own rents and rates, and manage their own affairs generally as they think best?—I would have no objection to pay rates because my individual share would be defined. Anything in fairness I would be quite willing to pay, but I should not like to be called on to pay an exorbitant rate.

86. *Mr. Ballance* (to Petitioner).] Are many of the owners of this land Te Whiti's followers?—No; these people live at Patea. They may go to Te Whiti's meetings occasionally, but I have never observed that they had Te Whiti's "brand" upon them: they were never "branded" by Te Whiti as belonging to him.

87. Is it true that they have had a meeting, and that they have resolved to come back to the Church of England?—No; the Natives extending in this direction all belong to the Wesleyan Church; those extending towards Waitotara are Roman Catholics.

88. Is it true that a number of these owners were with Te Whiti, and that these owners would not consent to anything being done?—We have not been implicated at all in anything which belongs to Te Whiti. Those remarks you have made do not in any way apply to our people at all. There are several ministers (of religion) who can bear out our statement in this respect. We are not under Te Whiti's government. He does not hold a mana over us. We derive mana from our ancestors. In something which might be for the common benefit no doubt we would think with Te Whiti, but we are not under his government.

89. The clause requires that the whole of the owners should assent. It is alleged that the assent of the whole of the owners could not be obtained because some of them were Te Whiti's people: that they were with Te Whiti at the time they were asked for their assent: and that they returned for answer that Te Whiti would not take any account of it at all?—We do not give any allegiance whatever to Te Whiti: we objected to the principle of that Act. We are not Te Whiti's people.

90. I know that you are not Te Whiti's people; but if there were only one man among your people who, being under the influence of Te Whiti, refused to give his assent, then the purpose of the Act could not be carried out?—I know nothing of this: we have nothing to do with Te Whiti.

91. *Mr. Taiwhanga* (to Petitioner).] If Te Whiti approved of my Bill now before the House would your people agree to it?—I have said that I do not acknowledge Te Whiti. He may agree with your Bill, but I have nothing to do with that.

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