

No. 24.—REPORT ON THE PETITION OF NGAITAHU.—By F. D. FENTON, ESQUIRE, CHIEF JUDGE,
NATIVE LAND COURT.

A PETITION FROM THE NATIVES ASSEMBLED AT KAIAPOI (MIDDLE ISLAND), ON THE 25TH MARCH, 1874, AND OTHERS.—To the Speakers and Honourable Members of the Houses of Parliament of the Colony of New Zealand, assembled in Wellington.

FRIENDS,—Salutations! May God extend his mercies to you. We are here spreading before you the causes of that thorough discontent agitating the Natives of the Middle Island.

1. The Land-purchase Transactions of Wakefield in 1844.—We insisted that a fair return be made us for our land. Amongst the returns granted by Wakefield, he said, “You shall also receive, you Natives, returned to you, one acre out of every ten acres; out of all the towns springing up on the land you are ceding to me, one section out of every ten sections, one block out of every ten blocks.” All the land that was ceded to Wakefield, and his friends Kemp and Mantell, exceeds twenty millions of acres.

2. The Land-purchase Transactions of Kemp in 1848.—When Kemp landed at Akaroa and demanded the cession of the land from Kaiapoi to Otago the Natives held out for a fair return for that vast extent of territory. When Kemp got tired of the delay he said, “If you do not consent to this £2,000 I shall hand over the money to Ngatitao (Rauparaha's tribe); and if you still delay to consent, then soldiers will be sent to clear the land for the pakehas.”

3. Intimidated by this threat, the Native chiefs entered with Kemp to define the boundaries—namely, the seaboard, breadth limited by a chain of hills, ceded to Kemp; the inland to remain ours. This was the then settlement of boundaries. Recently, when we got a copy of the deed drawn out by Kemp of that transaction, we find that what he put down in that paper differed from what we said above; our impression was that when the land is surveyed our reserve will be handed to us.

4. The Promises made by the Hon. Mr. Mantell to Matiaha Tiramorehu, our chief.—After Kemp, Mr. Mantell came. He said to Matiaha, “I shall include the inland also in the purchase-money agreed by Kemp” (that large tract not ceded to Kemp). Matiaha put the question to Mantell, “What are we to get for this vast tract that it may be yours?” Mantell answered, “I shall ask the Governor to pay you Natives for it. I shall ask Her Majesty's Minister also. In future, you will receive the large outstanding balance.”

We still hold in our hands Mantell's letter (*panui*) to Matiaha Tiramorehu, saying, “London, 8th August, 1856.—Listen: I am continuously exerting myself to obtain Her Majesty's Chief Minister's consent to rectify my say to you formerly, when you consented to cede your land to me.” After this the letter passes to speak about schools and hospitals; but when were schools and hospitals ever made an equivalent for land-purchases? It is coin that Mantell promised to Matiaha as the outstanding balance for us, that he exerted himself about in London, but exerted himself fruitlessly about.

It is not our wish to enlarge upon all the promises which were made to us by the Land-purchase Commissioners, such as—the Governor will apportion you land for your children, besides your abodes and your cultivations; your *cel-pas* shall remain yours also; the large rivers shall remain yours also; your fishing-ground on the coast shall remain yours also, &c. Little of all this has been fulfilled to us by the Government—much of it is wholly forgotten. If your mind is at all doubtful about the reasons which are painfully agitating our breasts there are still twelve of the old land-sellers alive ready, each of them, to confirm what came under his thorough knowledge—now extended in this our petition.

You may perhaps say to us, “If all you say is true, how is it that you remained silent till now?” Why, you well know that we are not like you—quick in the race of mental attainments; we are lagging far behind in these things. When these land-transactions took place our chiefs were scarcely able to read written language; they were often too ready to consent their names to be signed under writings the contents of which were either in part or totally absent from their minds. Judge yourselves, the honourable members of Parliament, who listen to our complaints in this petition: Had the eyes of these our chiefs been open in those days, would they have consented to part with all the heritage that God has given them and their future offspring and descendants—all this vast territory—for the crumbs that fell from the white man's table—for this £2,000 odd? The daylight was slow in dawning upon us. It is only after one of our race entered Parliament that we became acquainted, little by little, with the ways by which the white man's land-purchasers beguiled the whole Island from us. What these land-purchasers said to our elders who ceded the land is indelibly written in their and their children's minds, but this writing does not correspond to those of Mr. Kemp in his deed. Wakefield said, “One out of every ten acres shall revert to the Natives.” Has this condition of sale ever been fulfilled during these thirty years which have rolled past since our elders made this contract with Wakefield? Those threats with which Kemp intimidated us: is it not the white man's law that intimidation will annul the validity of a contract? Those promises of Mr. Mantell: He will ask Her Majesty's Minister to pay for that vast territory which we never ceded to Kemp (a territory amounting to more than thirteen millions of acres). The fault is not his that these promises were never made good to us. These promises are a condition attached to the land. If the condition is not fulfilled the land is not redeemed. Nevertheless we are dispossessed of all the land. Is it because we are so few and powerless? No doubt, had Naboth been the stronger Jezebel would not have gloried over his vineyard.

Some may, perhaps, suppose that all these arguments have been settled in the Land Court, at its sitting in Christchurch and Dunedin in the year 1868. It is not so. We never expected that Court to be invested with power to settle complaints of such vast interest to us. We were therefore not prepared to submit our case to that Court. Our estimation of that Land Court was completely confirmed when it stumbled over the Crown grant by which the Princes Street Reserve was made over to the Province of Otago. If that reserve was ours by right, could a Crown grant have the effect to turn right into wrong? Could such a Court investigate our declaration that Kemp's land-purchase deed is null and void? First, because it was extracted from us through intimidation. Second, because the consent of cession was obtained at sea, on board of a man-of-war; our elders could not