

The Schedule referred to in the Order hereunto annexed.

Class 1, Arowhenua Award.—Six hundred acres, more or less, situate in the Timaru District, near Kapunatiki, being a rectangular block one hundred and fifty chains from east to west, and forty chains from north to south, the southern boundary skirting the edge of the swamp; subject to roads.

Class 2.—Ten acres, more or less, situate in the Timaru District, opposite Section No. 11,433, having ten chains frontage to the southern bank of the Orari River, and extending easterly a distance on the average of ten chains; subject to roads. Twenty acres, more or less, situate in the Timaru District, north-east of but not adjoining Section No. 11,433, having ten chains of frontage to the north bank of the Orari, and extending north-westerly twenty chains on the average; subject to roads. Two acres, more or less, situate in the Timaru District being a square block of land fronting on the stream issuing from the Waitarakao Lagoon, and situate opposite the island in the said stream; subject to a road. One hundred and fifty acres, more or less, situate in the Timaru District, near the Kapunatiki Creek, having a frontage of thirty-seven and a half chains to the Beach Road Reserve, and running back westerly a distance of forty chains on the average. Seventy-two acres, more or less, in the Timaru District, being part of the island named Harereketautoou, situate in the mouth of the Umukaha River; subject to a road. Twenty acres, more or less, situate in the Timaru District, situate between Section No. 2,743 and the Orakipaoa, so as to include the site of the old pa; subject to roads.

Extracts of Minutes of a Sitting of the Native Land Court, held at Christchurch and Dunedin, in April and May, 1868. Before F. D. Fenton, Esq., Chief Judge, and Henare Pukuatua, Assessor.

RAPAKI BLOCK.—SATURDAY, 25TH APRIL.

Mr. Williams applied for leave to examine Mr. Mantell without prejudice to Mr. Cowlshaw's right to go on with his case, so that the Crown Agent may be in a position to have knowledge of both sides with a view to an arrangement. Mr. Cowlshaw consented.

WALTER BALDOCK DURANT MANTELL SWORN.

1. *By Mr. Williams.*] I live at Wellington. In 1848 and subsequent years I came down here; I came as Commissioner to extinguish Native claims to land. I look at a deed marked A.

Mr. Cowlshaw objected to the deed being received, as it was not proved that the signers were owners of the land in question. Finally it was arranged that the deeds should be put in, subject to the settlement of the point of objection afterwards, when this evidence should be struck off.

Port Levy Deed.—Deed dated 20th September, 1849. This deed was signed at Port Levy.

2. Where did the Natives who signed this deed live?—These were the Natives whom I concluded to be the owners. Some of them were resident at other places, some elsewhere.

3. How did you decide who was entitled?—By assembling the people and listening to what each had to say. This reserve (Port Levy) was lived upon at this time, and I marked off the smallest piece possible. An inchoate title existed in a French company, and I was instructed to press this upon the Natives and show them that the whole of their land was in peril.

4. The signers of this deed you found to be the owners?—Yes.

5. Was there any arrangement come to for other persons to share in this reserve?—Not to my knowledge.

6. Were the Natives whose names are to this deed the whole of the hapu?—Do not know.

7. You thought the title good?—Yes.

8. Were you, before this, in communication with the Rapaki Natives?—Yes, before.

9. Is this your name and handwriting?—Yes: (a plan of Rapaki Reserve). Having been instructed to leave a plan with the chief man of each reserve, I left this plan with them.

10. Were all the Natives from Kaiapoi, Port Levy, and Rapaki present at the meetings?—There were Natives from Kaiapoi and other places.

11. The meeting was not confined to the Natives on the spot?—No.

12. Who agreed as to who should sign the Port Levy deed?—I cannot give a clear answer to that.

13. At those meetings were the names of the owners fixed by the persons present or by you from the result of the korero?—By me, assented to by the meeting.

14. Was this after opponents had withdrawn?—I do not recollect that there were any rival claimants to the land sold. Disturbances took place as to whether the resident Natives should be the subsequent owners of the reserve.

15. Was it afterwards agreed to?—My impression is that it was not, except as to an acre which had been purchased as a burial-place.

16. I do not understand you?—There were two sets of Natives at Port Levy, one belonging to Kaiapoi.

17. Were you present at any meeting of them?—I must have been.

18. *By Mr. Cowlshaw.*] Were the Natives present at these meetings from all parts?—Yes.

19. How were the assemblies composed?—Generally great confusion.

20. How do you arrive at a settlement?—By gradually substituting order.

21. There are many instances of land once purchased being bought a second time?—Yes.

22. Has land in Canterbury been purchased twice?—The West Coast first by Kemp, and subsequently purchased.

23. The northern part?—Port Levy deed. They paid money twice.

24. Where was the deed signed?—In the presence of the assembly. No one was excluded from signing it, and the distribution was made immediately afterwards. A constable from Akaroa was present to assist in the custody of the money.