

69. Were the meetings continuous?—There were varying intervals of time between each. The sum which I was authorised to spend was so small that negotiations were suspended for some time.

70. At what stage of the proceedings did the Kaiapoi people go away?—I do not know.

71. If a Native did not agree to a proposition, and said nothing, would he (as a Maori's characteristic) remain at the meeting?—I do not know.

72. Did the Kaiapoi people display their arms?—I am not sure that they had arms. The Rapaki Reserve was made in the Port Cooper deed. (This deed has not the clause reserving cultivations.)

73. Was the Kaiapoi Reserve made in fulfilment of that clause?—I cannot say.

74. What steps have the Government taken to mark off the cultivations in fulfilment of that contract?—When I was despatched here in 1848 I was ordered to get a new deed signed, marking off the cultivations; but I did not do this, because when I was at Moeraki I received instructions superseding this portion of my instructions.

75. Is the contract still unfulfilled?—I do not remember.

76. Was the Kaiapoi Reserve part of the fulfilment?—It was made in contemplation of the new deed. It was the first of a series proposed in the new deed.

77. What, then, have the Government done in fulfilment of that promise?—Nothing that I remember. In my judgment Port Levy signatures represent the principal people, chiefs, who own the Port Levy Reserve; the Port Cooper signatures, the chiefs of the owners of Rapaki and Purawa, and the others in the tribes. The owners of Kaiapoi may be indicated by the chief men of the Port Levy tribe—*i.e.*, the Kaiapoi people living at Port Levy formerly, and Moeraki.

MONDAY, 27TH APRIL.

Mr. Mantell's evidence was admitted by *Mr. Cowlshaw* to be evidence in the case, its provisional character being removed.

Mr. Cowlshaw and *Mr. Williams* announced that they would leave their cases as they now stand.

I inquired from *Mr. Rolleston* what position he held, and whether the Crown could be bound in any way by the Court's judgments.

Mr. Rolleston said that he was here with full authority to represent and bind the Crown, and Government was very desirous that some final recommendation should be made by the Court, upon which the Government might act if necessary. The Court is held by reference from the Government, and the judgments will be acted upon.

(Read the reference from the Government to the Court of those claims—No. 253-1.)

78. *Mr. W. B. D. Mantell* (recalled).—I do not remember any question as to the persons resident at Rapaki since Rauparaha's invasion. The signers of the deed represent the owners of the land, and the reserve was made for them. I was supplied with a deed of conveyance to supplant Kemp's deed, made to Her Majesty instead of Wakefield, and releasing the clause of reservation. I was instructed by the Government that they would abandon Kemp's deed. I wish to say that the Kaiapoi Reserve would have been of its own size even if that clause had not existed. I did not make more reserves because of my instructions, which I put in. (Read: Draft deed to have been signed; final instructions; further instructions.) In pursuance of Ngaitahu deed, I made reserves after this instruction, Moekahi, Waikouaiti, and Purakaunui. I did not completely satisfy the clause. Since then an addition was made by Sir G. Grey to the Waikouaiti Reserve. I believe, also, that a reserve has since been given to the Natives here at Waimatamate; also, on West Coast. I never attempted to get a release from the Natives from that clause. I consulted their wishes as to an arrangement as to locality. In quantity, I contended with them. I was instructed to abandon outstanding cultivations, and consolidate them. Natives have been constantly writing to Government, and soliciting performance. Up to 1861 the letters were marked "Southern Island File." After that the result was the same, but their letters were answered. They were never referred to the Supreme Court as a petition of right, because it would have been inconvenient as a precedent. I wish to explain these later answers. Strict legality has not been aimed at. The Government wished to settle these claims, and get them "huddled out of the way." I do not think it arose from deliberate villany on the part of the Government, though it might bear that aspect. Buller did not finish the other reserve. I think he was only authorised to divide the Kaiapoi Reserve, and I should not have continued him in that service. He told me that he had not looked into the previous papers. He did not discontinue—he had finished. At the time I believed and reported that their reserves were sufficient for their present and future wants; but now I believe them to be insufficient.

KAITORITE BLOCK.—TUESDAY, 28TH APRIL.

KERIONA POHAU examined.

79. *By the Court.*] Who told you to go to Mantell's meeting?—I went because it was my land.

80. How did you hear of it?—I heard and went.

81. Did you hear from Mantell or Natives?—I heard from Mantell.

82. Where were you when you heard?—At Taumutu. I heard that Mantell had brought the money.

83. Do you know when the pakeha took possession of this land?—Shortly after Mantell.

84. When you saw Europeans taking possession, what did you do?—I told them that this land was ours—not in Kemp's purchase. I went to turn the white man off.

85. Did you make a communication to Government?—Yes.

86. At that time?—Yes.

87. Did you say anything to Government?—I went to the Land Office, but there was no interpreter. The white men looked at me, and I looked at them.