

1888.
NEW ZEALAND.

MIDDLE ISLAND NATIVE CLAIMS

(REPORT OF JOINT COMMITTEE ON), TOGETHER WITH EPITOME OF NGAITAHU CASE,
APPENDIX TO EPITOME, AND MINUTES OF EVIDENCE.

Report brought up 22nd August, 1888, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the Legislative Council.

FRIDAY, THE 22ND DAY OF JUNE, 1888.

Ordered, "That a Select Committee be appointed, to consist of nine members, to consider and report upon the Middle Island Native claims question; the Committee to have power to call for persons, papers, and records, and also to sit with any Committee which may be appointed by the House of Representatives for a similar purpose, and to report within one month: the Committee to consist of the Hon. Mr. Buckley, the Hon. Mr. Miller, the Hon. Mr. Pharazyn, the Hon. Dr. Pollen, the Hon. Mr. Reynolds, the Hon. Mr. Richmond, the Hon. Mr. Shephard, the Hon. Mr. Waterhouse, and the mover."—(Hon. Mr. STEVENS.)

WEDNESDAY, THE 25TH DAY OF JULY, 1888.

Ordered, "That the time for bringing up the report of the Select Committee upon the Middle Island Native claims be extended for fourteen days."—(Hon. Mr. STEVENS.)

Extracts from the Journals of the House of Representatives.

THURSDAY, THE 21ST DAY OF JUNE, 1888.

Ordered, "That a Committee, consisting of nine members, be appointed, with power to confer with any similar Committee of the Legislative Council, to consider and report upon the claims of the Middle Island Natives on account of unfulfilled promises, and the recommendations made by Mr. Commissioner Mackay thereon on the 5th May, 1887, G.-1, 1888: such Committee to consist of the Hon. Sir H. A. Atkinson, Hon. Mr. Ballance, Mr. Beetham, Mr. Carroll, the Hon. Sir J. Hall, Mr. Samuel, Captain Russell, Mr. Ormond, and the mover; three to form a quorum; to report within a month."—(Hon. Mr. MITCHELSON.)

MONDAY, THE 13TH DAY OF AUGUST, 1888.

Ordered, "That the Middle Island Native Claims Committee have an extension of time of one week for bringing up their report."—(Captain RUSSELL.)

REPORT.

THE Joint Committee appointed to consider and report upon the Middle Island Native claims question have the honour to report that they have considered it advisable to begin the inquiry by investigating the case of the Ngaitahu (known as Kemp's purchase), and that, in consequence of the extensive range of inquiry necessitated by the nature of the case, the voluminous documentary evidence affecting it, and the fact that the labours of the Committee did not begin until the 23rd June, it has been found impossible to enter upon the investigation of the Otakou, Murihiku, and Akaroa purchases.

The circumstances before mentioned have prevented the Committee from completing their consideration of the Ngaitahu case, but great progress has been made in the work of collecting evidence, both documentary and oral, and in bringing the former into a shape that will greatly lighten the labours of any future Committee. An epitome of the Ngaitahu case has been prepared and a full appendix, embracing all available documentary information of any importance bearing on the subject from the time of the purchase. The Committee have also taken the evidence of the Hon. Mr. Mantell, the Hon. Mr. Rolleston, and the Hon. Mr. Taiaroa, and have obtained also information from the Rev. J. W. Stack.

The epitome and appendix before mentioned, and the oral evidence as reported, are presented with this report.

As it is impossible to do justice to the importance of the inquiry during the remaining part of the present session, with which the functions of the Committee end, the Committee recommend that at the beginning of the next session of Parliament a similar Committee should be appointed, so that the inquiry into the Ngaitahu case may be completed, and the other cases also undertaken.

The Committee also recommend that the epitome, appendix, and evidence, as reported, be printed, if possible, in a separate form, and supplied to honourable members of both Houses.

22nd August, 1888.

E. C. J. STEVENS, Chairman.

[TRANSLATION.]

RIPOATA O TE KOMITI WHIRIWHIRI MO Nga KEREME MAORI KI TE WAIPOUNAMU.

Ko te Komiti Whiriwhiri i whakaturia hei hurihuri hei ripoata mo runga mo nga kereme Maori ki Te Waipounamu, a ka whai honore te Komiti ki te whakaatu i ma hara ratou me timata ta ratou hurihuri i te keehi a Ngaitahu (e mohiotia ana ko te hoko a Te Keepa) a i runga i te whanui rawa o nga take e tika ana kia kimihia i runga i te ahua o taua keehi me te nui rawa o nga pukapuka me nga korero e pa ana ki taua mea. A no te mea no te 23 o Hune katahi ka timata te mahi o taua Komiti na reira kihai i ahei te mahi te uiui i nga hoko o Otakou Murihiku me Akaroa. Ko enei mea kua korero tia i te tuatahi ake nei koina te take nana i arai te Komiti a kihai i oti te hurihuri mo te keehi o Ngaitahu, engari he nui rawa nga mea kua oti, ara te whiriwhiri me te kahi kahi i nga korero me nga tini pukapuka me nga korero a ngutu me te whakatakoto pai i aua mea katoa; a i runga i tenei tera e mama te mahi o tetahi Komiti mehemea ka whakaturia a muri ake nei.

Kua oti hoki te whakahuihui te whakapoto i nga korero me nga mea katoa e pa ana ki te keehi o Ngaitahu mai ano i tona timatatanga. Kua whakarongo hoki te Komiti i te korero i whaka puakina e Te Matara me Te Roretana me Taiaroa, a kua tae mai hoki te korero whakaatu a Te Taka, minita.

Ko tenei huihuinga korero me te Apiti me nga korero a ngutu kua oti ra te whakaatu i runga ake nei ka tukua atu inaiane hui atu ki te ripoata.

A na te mea i runga i te poto o te wa e toe ana e kore e taea te whakaoti pai i tenei uiui inaiane, he mea nui rawa hoki tenei e kore e tika kia mahia hangahanga noaihotia. A i te mea hoki ka mutu te mana o tenei Komiti ana mutu te noho o te Paramete nei, na reira e whakaaro ana te Komiti, me whiriwhiri me whakatu he Komiti penei ano i te tuatahi tonu ana huihui mai te Paramete i tenei wa e haere ake nei. Kia whakaotia paitia te uiui me te tiroiro mo te keehi a Ngaitahu, me te whakaoti i era atu keehi.

E tono ana hoki te Komiti kia perehitia nga korero kohikohi me nga korero apiti me nga korero whakaatu, me perehi ki te pukapuka motuhake a me tukua atu ki nga mema o nga Whare e rua.

22 o Akuhata, 1888.

NA Te TIWENE, Tiamana.

AN EPITOME OF THE NGAITAHU CASE.—(17th July, 1888.)

THE first instructions bearing on the purchase of the block appear to have been given by His Excellency the Governor to Lieut.-Governor Eyre. They are contained in a despatch, dated the 8th April, 1848,¹ from which the following is an extract: "Appoint some person for the purpose of extinguishing any title to the tract of country in the Middle Island lying within the limits before alluded to, which may, upon inquiry, be found to be vested in the Native inhabitants thereof. The mode in which I propose that this arrangement should be concluded is by reserving to the Natives ample portions for their present and prospective wants; and then, after the boundaries of these reserves have been marked, to purchase from the Natives their rights to the whole of the remainder of their claims to land in the Middle Island. The payment to be made to the Natives should be an annual one, and should be spread over a period of four or five years. An arrangement of this nature will remove all possibility of the occurrence of any future disputes or difficulties regarding Native claims to land in that part of the Middle Island."

Acting upon this despatch Lieut.-Governor Eyre issued instructions to Mr. Kemp, in a letter of the 25th April, 1848,² in which he said, "In entering upon the arrangements necessary to effect this object it will be your duty to reserve to the Natives ample portions of land for their present and prospective wants; and then, after the boundaries of these reserves have been marked, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island. The payment to be made to the Natives must be an annual one, and be spread over a period of four or five years, as the only means of removing all possibility of the occurrence of any further disputes or difficulties regarding Native claims to land in that part of the Middle Island. On your arrival at Otago one of the New Zealand Company's surveyors will, by Colonel Wakefield's directions, undertake the survey and marking-out of the Native reserves you may consider it requisite to make."

It will be seen that the instructions contemplated a final arrangement upon reserves being made to meet the wants of the Natives, and upon the payment of a sum of money to be made.

On the 19th June, 1848, Mr. Kemp announced the completion of his mission,³ and forwarded the deed of cession⁴ duly executed.

Exception was taken to this deed by Lieut.-Governor Eyre⁵ on the ground of departure from instructions,⁶ in not making specific reserves, and the manner of the payment of the purchase-money.

The next step taken was Mr. Mantell being sent by Lieut.-Governor Eyre with a view to completing the arrangements entered into by Mr. Kemp. Those portions of his instructions⁷ bearing upon the inquiry were as follows: "Deciding upon and seeing marked distinctly on the ground the

¹ App. No. 1, Governor Grey to Lieut.-Governor Eyre, 8th April, 1848, p. 208, Vol. i., Native Affairs, South Island.

² App. No. 2, Instructions from Lieut.-Governor Eyre to Mr. Kemp, 25th April, 1848.

³ App. No. 3, Letters from Mr. Kemp, 19th, 20th, and 21st June, 1848, pp. 209, 210, Vol. i., N.A., S.I.

⁴ App. No. 4, Translation of deed and receipts, 12th June, 1848, pp. 211 and 212.

⁵ App. No. 4A, Letter from Mr. Gisborne to Mr. Kemp, 21st June, 1848.

⁶ App. No. 5, Despatch from Lieut.-Governor Eyre to His Excellency, 5th July, 1848.

⁷ App. No. 6, Letter of instructions to Mr. Mantell from Mr. Gisborne, 2nd August, 1848.

various reserves which you may consider necessary to be set apart for the use of the Natives. In deciding upon the number, extent, or situation of the reserves to be set apart you will be guided by the following considerations—viz, that Mr. Kemp guarantees to the Natives in the deed of sale executed by them that their places of residence and plantations are to be left for their use, and the use of their children; and provides, further, that other additional reserves to be determined on by the Government should also be set apart for the same purpose—to the first class of reserves, therefore, they are strictly literally entitled. But as it is desirable to avoid the difficulties which must certainly arise in laying out the lands for settlers from the existence of innumerable small and irregularly-shaped reserves dotted all over the country, or from their occupying important points upon harbours, it will be desirable that you should use your influence to induce the Natives to take their reserves in as few localities as possible, in as limited a number of reserves in each locality as you can persuade them to agree to, and in as regular shaped blocks as circumstances will admit of. Much may be done towards accomplishing this by inducing the Natives of very small settlements to unite in taking their reserves at one locality, and by getting them to consent to give up the smaller patches of cultivations in exchange for additional land nearer the larger ones, a liberal provision being made both for their present and future wants, and due regard shown to secure their interests and meet their wishes. . . . One point the Lieutenant-Governor would earnestly press upon your attention, and that is the great necessity of exercising the most indefatigable perseverance in all inquiries or discussions with the Natives, both in ascertaining their respective rights and interests, and in winning them to acquiesce in such arrangements as you may consider most just and best.”

It will be seen that Mr. Mantell was armed with ample powers for settling the difficulties which had arisen as regards all reserves, no reference being made in the instructions as to promises to the Natives.

On the receipt of the news that Mr. Mantell had completed the arrangements, Governor Grey wrote to Earl Grey as follows: ¹ “I think it will be a source of satisfaction to your Lordship to find that so large a tract of country of the most fertile description is thus unrestrictedly open to British enterprise, without any possibility of any of those embarrassing questions arising in relation to it between the European and Native population, in reference to titles to land, which have been a source of such loss and embarrassment to the settlers in the North Island.”

On the 30th January, 1849, Mr. Mantell formally reported to the Colonial Secretary his completion of the arrangement.²

It is clear from that report that Mr. Mantell regarded the arrangement entered into by him as of a final character. He specifies the reserves that had been made, the whole of which appear to have been marked on the ground. The only reference to a promise of any character whatever was as follows: “I further promised the Natives that the old pa, Kaiapoi, should be reserved by the Government, so that neither Native nor European might dwell there. It is about four acres in extent, and unsurveyed.”

In a letter from Lieut.-Governor Eyre to Mr. Fox, of the 26th February, 1849,³ he announces the return of Mr. Mantell to Wellington, “after crossing overland the whole eastern boundary of the purchase, and setting apart and defining such reserves as he considered necessary for the present and future wants of the Natives, upon seeing and consulting with them on the spot.”

The first documentary evidence of the existence of unfulfilled promises is contained in Mr. Mantell's letter to the Secretary of State on the 5th July, 1856.

Mr. Mantell states,⁴ “By promise of more valuable recompense in schools, in hospitals for their sick, and in constant solicitude for their welfare and general protection on the part of the Imperial Government, I procured the cession of these lands for small cash-payments. The Colonial Government has neglected to fulfil these promises, and appears to wish to devolve the responsibility on the General Assembly. . . . The Natives' proportion of 15 per cent. on all proceeds of land sales, if it have been set apart from those of southern sales, has been misapplied. On this account at least £5,000 seem to have been due in 1854; but barely a tenth of this amount has been allotted to the Ngaitahu, although they have, through my agency, ceded to Her Majesty a far larger extent of land than has ever been or will ever be so ceded by all other tribes together.”

In reply to the inquiry by the Secretary of State, as to the authority under which Mr. Mantell had made these promises, he stated that “In my written instructions no specific authority is given.”

In the same letter, the 31st July, 1856,⁵ Mr. Mantell wrote: “But Lieut.-Governor Eyre, who directed those (the first) instructions to be written, impressed upon me the propriety of placing before the Natives the prospect of the great future advantages which the cession of their lands would bring them in schools, hospitals, and the paternal care of Her Majesty's Government; and, as I have before said, I found these promises of great use in my endeavours to break down their strong and most justifiable opposition to my first Commission, and in facilitating the acquisition of my later purchases, adding to the Crown lands an area nearly as large as England. I am not unaware of the comparative facility with which the majority of the Natives might be induced to abandon all hope of these prospective advantages, especially as the long time which has elapsed without their realisation has probably nearly obliterated the remembrance of that hope; but I much doubt whether any officer of the Land Purchase Department would willingly undertake a duty of this kind. The Ngaitahu right in this matter, though perhaps not according to our law a legal one, cannot, I conceive, be denied to exist.”

Mr. Mantell, however, states that in a personal interview with Colonel Wynyard, on the 19th

¹ App. No. 7, Sir George Grey to Earl Grey, 10th February, 1849, p. 212, Vol. i., Native Affairs, South Island.

² App. No. 8, Mr. Mantell to Hon. Colonial Secretary, letter, 30th January, 1849, p. 216, Vol. i., N.A., S.I.

³ App. No. 9, Letter, 26th February 1849, Lieut.-Governor Eyre to Mr. Fox, p. 222, Vol. i., N.A., S.I.

⁴ App. No. 10, Letter from Mr. Mantell to Principal Secretary of State, 5th July, 1856, p. 82, Vol. ii., N.A., S.I.

⁵ App. No. 11, Mr. Mantell to Mr. Merivale, 31st July, 1856, pp. 83, 84, Vol. ii., N.A., S.I.

May, 1855,¹ he brought those promises under his notice, and says, "On this occasion I brought under Colonel Wynyard's notice many facts with which I have not troubled you. His Excellency gave to my remarks the most polite attention; but none but the most unsatisfactory replies. I therefore, in the belief that I should there find both inclination and power to aid my Maori friends, resolved to bring the main question before the Secretary of State for the Colonies."

It does not appear that these promises were ever brought under the notice of the Colonial Government in a written and formal manner.

The correspondence between Mr. Mantell and the Secretary of State² was forwarded by the latter to the Colonial Government.

Mr. McLean, the Native Secretary, states, in a memorandum dated the 26th January, 1857,³ "I can find no trace or record of any other promise made to these Natives, nor have they, to my knowledge, alluded to any direct promise made by the Government that has not been fulfilled. If any distinct promise has been made to the Ngaitahu Tribe of prospective advantages to be obtained by them consequent on the cession of their land I submit that Mr. Mantell should have distinctly stated, for the information of the Government, what the real extent and nature of these promises actually were, by whom made, and by what authority. In the absence of such information, which Mr. Mantell has failed to produce in any definite shape, I conceive that the Government is not chargeable with the blame imputed to it by Mr. Mantell, inasmuch as the terms of the original treaties or agreements for the cession of their lands have been strictly observed and fulfilled by the Government."

In 1863 the management of Native affairs passed from the Imperial to the Colonial Government.

It is evident from Mr. Fox's memorandum of the 15th November, 1864,⁴ that some statement as regards unfulfilled promises had come to the knowledge of the Government, and, with the view of obtaining information in relation thereto, Mr. Henry T. Clarke was sent "with special instructions to inquire into the condition of the Natives in the Otago Province, and to ascertain what pledges had been made to them on the sale of their land to the Government many years ago, and how far these pledges had been fulfilled."

On the 29th September, 1864,⁵ Mr. Clarke reported that, "Taking them as a people, they are the most inert and listless I ever met. Whether this arises from the frequent use of ardent spirits, to which the Natives are much addicted (the law for preventing the supply of spirits to Natives being in these provinces a dead letter), or to the almost total neglect of their welfare by the Government, I am not prepared to say; perhaps to both: certain it is, however, there is a very marked contrast in these and the tribes occupying the North Island. . . . Some of their chiefs are fully alive to their wretched condition. They scruple not to lay the whole blame on the Government. I refer to the alleged promises made by the Government through their agents at the cession of the lands in these provinces, to which I shall do myself the honour particularly to draw your attention in another letter. . . . They answer that they have placed full reliance upon the Government giving full effect to its engagements; that the Government promised to undertake the task of ameliorating their condition as part of the consideration for their lands; that after waiting in vain for these benefits they concluded in their own minds that Government had forgotten them. They then wrote to the Governor asking him to send a pakeha to watch over their interests, and to advise them; no pakeha ever was sent. They have asked for schools for their children; none have ever been established. Despairing of any assistance from the Government they have, at the instance of the Rev. R. F. Riemenschneider (a German missionary), built a church, and are erecting a schoolhouse at their own expense."

It will be noted that there is no reference to any unfulfilled promises as to land reserves to be made.

Up to 1864, or for sixteen years after the purchase, there was no trace of the existence of grievances in the Native mind in reference to unfulfilled promises regarding reserves or tenths. The only complaints at that time as to unfulfilled promises was as regards schools, hospitals, and general care.

The next step was the passing of "The Native Schools Act, 1867."

On the 22nd November, 1867, Mr. Alexander Mackay was appointed to proceed to the Middle Island.⁶ The following formed part of the instructions he received at the time from the Hon. J. C. Richmond: "The object of your journey to the South at the present time is to visit the different Native settlements for the purpose of giving to the Natives the information and assistance which will enable them to bring to a conclusion any inchoate arrangements as to their reserves, and of explaining to them the recent Acts of the Legislature as to the Native lands, Native schools, and the representation of the Natives in the General Assembly. It will further be your duty to inquire into and report upon the General condition of the Natives in each settlement, having in view the promises made to them at the time of the purchase of their lands by the Government as to the establishment of schools and hospitals, and also upon any special question which may arise in any particular locality."

The published correspondence does not indicate that at that time, in Mr. Mackay's opinion, the Natives had any equitable claim to have reserves made for them, and his recommendations are confined to Natives whose claims had been overlooked in 1848, and were therefore landless, with a view to their being provided with sufficient land to maintain themselves.

¹ App. No. 11, Mr. Mantell to Mr. Merivale, 31st July, 1856, pp. 83, 84, Vol. ii., Native Affairs, South Island.

² App. No. 12, Mr. Merivale to Mr. Mantell, 11th August, 1856, p. 85, Vol. ii., N.A., S.I.

³ App. No. 13, Memorandum by Mr. D. McLean, 26th January, 1857, p. 88, Vol. ii., N.A., S.I.

⁴ App. No. 14, Memorandum by Mr. Fox, 15th November, 1864, pp. 91, 92, Vol. ii., N.A., S.I.

⁵ App. No. 15, Letter of 29th September, 1864, to Colonial Secretary, from Mr. Clarke, pp. 89, 90, Vol. ii., N.A., S.I.

⁶ App. No. 16, Letter of 22nd November, 1867, Hon. Mr. Richmond to Mr. Mackay, pp. 142, 143, Vol. ii., N.A., S.I.

In 1868 Native Land Court sittings were appointed for the purpose of investigating the claims of Natives to reserves in the Middle Island.

At first it appears to have been proposed to confine these investigations to apportioning the reserves which had been made amongst the Natives interested. Difficulties arose in the matter, as will be seen in the following extract from a letter of Mr. Mantell's of the 13th April, 1868:¹ "If the investigations of the Court are to be limited to the apportioning of the present so-called Native reserves among the Natives my presence at such sittings might prove more than useless."

The Chief Judge of the Court seems to have proposed a solution of these difficulties. On the 27th April, 1868, the Hon. Mr. Domett wrote as follows:² "The Chief Judge (sitting 24th April) said he had a proposal to make to the Crown Agents, which, if consented to, might *end the case*. I think this proposal should be communicated to Government before anything is decided with respect to making 'future' (by which I understand fresh) reserves. I cannot see that the Natives have any right to them. Mr. Mantell made reserves, after much negotiation and consideration, which Mr. Hamilton, years after, though evidently very favourable to Native rights and claims, seems to have considered 'very ample' (*vide* Appendix to House of Representatives, C.-3, p. 33). Mr. Hamilton would not agree to give more reserves, but got them paid more money. Mr. McLean approved all his proceedings, and Government also. They have been constantly treated as final. . . . Nevertheless, to settle the case, if Mr. Rolleston can show that the Government is in any way pledged to fulfil its contracts to make more reserves I would recommend that they be made to a moderate extent. The province is greatly concerned, as the reserves will have to come out of what, if there be no contract, is provincial land. I would advise Mr. Rolleston to define his proposal in detail, and give what reasons he can in support of it."

This extension of the case to be referred to the Native Land Court seems to have originated in a letter written by Mr. Rolleston, who was acting for the Crown, dated the 17th April, 1868.⁴ He said in this letter, "The investigation of the Native Land Court, now sitting in Christchurch, in respect of the Native reserves in this province, has brought out evidence which, in common with the document relating to the Ngaitahu purchase, shows that the deed of cession under which the Ngaitahu Block was obtained is of a very unsatisfactory character, containing promises which have never yet been wholly fulfilled, and leaving a considerable feeling of discontent in the minds of the Natives. It appears, further, that there are a number of Natives who, under existing arrangements, are either insufficiently provided for in the present reserves or, having returned to the country since the purchase, are entitled to have provision made for them."

The Court sat in Christchurch and Dunedin respectively, and made certain awards at both sittings.⁵ Schedules of the reserves in Canterbury and Otago as awarded are appended herewith.⁶

At the conclusion of the Court Mr. A. Mackay reported to the Government as follows:⁷ "The Court has ordered, in final extinguishment of all claims and engagements created under Kemp's deed, that land to the extent of 2,094 acres should be awarded to the Natives out of Crown lands within the Province of Otago, out of which 1,000 acres has been allotted in satisfaction of the claim of those Natives who signed the deed, and to the immediate descendants of those who were parties to the sale but never received any share of the land reserved for Native purposes within the boundaries of that purchase as stipulated by the deed. I beg to hand you copies of correspondence relative to the setting-apart of Crown lands in the province [Otago] awarded by the Court to the Natives in final extinguishment of all claims under Kemp's deed of purchase, together with a schedule of the lands selected. In conclusion, I have much pleasure in reporting that the whole of the cases dealt with by the Court have been finally and satisfactorily concluded."

The next stage in the case was in 1872, when the Natives petitioned Parliament, and a Select Committee was appointed to inquire into and report upon the unfulfilled promises. The Committee duly reported on the 21st October,⁸ and expressed the opinion that "a further inquiry should be instituted into the merits of these claims by an impartial Commission, such as that proposed in the Hawke's Bay Native Lands Alienation Commission Act now before Parliament, which should act in such inquiry as a Court of equity and good conscience."

Prominence was again given to the question in 1874, on a petition to Parliament, upon which a Select Committee reported on the 11th August in that year. The recommendation of the Committee was as follows: "That the Government undertake the immediate settlement of the claims of the Natives of the Middle Island during the recess, either on their own responsibility or by the appointment of two Commissioners, one to be nominated by the Government, the other by the Natives, and whose decision shall be final and binding on both parties; Commission to have power to appoint an umpire in case of disagreement."

In 1875 the Native Affairs Committee, on a petition from John Topi Patuki and others, reported as follows: "The Committee on Native Affairs, to whom was referred the petition of John Topi Patuki and others for investigation into claims of Natives of the Middle Island, have the honour to report that they have examined the petition, and report that Commissioners be appointed by His Excellency the Governor to inquire into, and report to Parliament next session on, the alleged unfulfilled promises in connection with land purchases in the Middle Island; such inquiry

¹ App. No. 17, Mr. Mantell to Native Department, 13th April, 1868, p. 183, Vol. ii., Native Affairs, South Island.

² App. No. 18, Mr. Domett's memorandum, 27th April, 1868, p. 184, Vol. ii., N.A., S.I.

³ Ditto, page 185.

⁴ App. No. 19, Letter from Mr. Rolleston to Provincial Secretary, Christchurch, 17th April, 1868, p. 185, Vol. ii., N.A., S.I.

⁵ App. No. 20, Reserves in Canterbury, p. 186, Vol. ii., N.A., S.I.

⁶ App. No. 21, Reserves in Otago, pp. 244, 245, Vol. ii., N.A., S.I.

⁷ App. No. 22, Letter from Mr. A. Mackay to the Native Department, 29th May, 1868, pp. 251, 252, Vol. ii., N.A., S.I.

⁸ App. No. 23, Report of the Committee on Middle Island Native Affairs, 21st October, 1872, H.-9, 1872.

not to challenge the settlement arrived at by the Native Land Court, and ratified by 'The Ngaitahu Reference Validation Act, 1868.'"

Mr. Fenton, Chief Judge of the Native Land Court, was requested to furnish a report on the recommendation, and he accordingly did so. His report will be found in the attached appendix.¹

A statement on Mr. Fenton's report was made by Mr. H. K. Taiaroa, M.H.R., dated the 26th October, 1876, which is annexed.²

In 1878 John Topi Patuki again petitioned Parliament, and on the 25th September, 1878, the Native Affairs Committee reported on the petition.³

A Royal Commission was appointed by the Governor on the 15th February, 1879, to inquire into and report upon the question. Its report was never completed, and is based on the assumption that the New Zealand Company having been interested in the purchase, the purchases were made subject to the system of the tenths.⁴

THE TENTHS.

It is clear from Mr. Clarke's report of 1864 that no grievance was entertained by the Natives, or, at any rate, expressed, as to the non-fulfilment of any promise relating to the tenths up to that time; and it is equally evident from the records of the Native Land Court inquiry of 1868 that no such claim was then brought forward.

A memorandum by Mr. Alexander Mackay on the origin of New Zealand Company's tenths, dated the 29th July, 1873, will be found in the Appendix to the Journals of the House of Representatives, G.-2B, 1873.

A memorandum on the origination and management of Native reserves in the Southern Island, also by Mr. Mackay, is published in his work, "Native Affairs, South Island," pp. 263-267, Vol. ii.

It appears clear that the New Zealand Company intended, throughout their purchases, to recognise the principle of tenths, and instructed their agents accordingly.

The Wellington deed to the New Zealand Company is dated the 27th September, 1839.⁵ This deed, executed by the chiefs, reserves the tenth of the whole land sold by them to the Company. Mr. Commissioner Spain, who was appointed by the Imperial Government, reported in March, 1845, that he had made percentage reserves in the Wellington purchase.

The Nelson deed is dated the 25th October, 1839.⁶ This deed, executed by the chiefs, specified "that a portion of the land ceded by them, suitable and sufficient for the residence and proper maintenance of the said chiefs, their tribes, and families, will be reserved by the said governors, directors, and shareholders of the New Zealand Land Company of London, and held in trust by them for the future benefit of the said chiefs, their families, tribes, and successors for ever." In the Nelson award Mr. Spain recognised the tenths.

In the New Zealand Company's third purchase from the Natives, dated the 8th November, 1839, the reserves are the same as in the Nelson deed.⁷

In the Ngaitahu deed there is no trace of tenths, nor is there any evidence that such were ever held out as an inducement to the Natives to sell.

In Sir George Grey's evidence before the Middle Island Native Land Commission of 1879, he said, in reply to questions (pp. 635-638 of evidence), "It was part of the plan of the Company to set apart a certain proportion of the land for the benefit of the Natives?—I don't think that any land I bought was under that agreement. The original purchases of the New Zealand Company were in that way, but I think their subsequent purchases were not. Their view was to give one-tenth back again. It was to be laid out in small sections, and every tenth section was to belong to the Natives. I found this system gave rise to such frequent disputes as to trespass that I went upon the plan of keeping very large reserves for them. Such was my intention.

"The Imperial Government recognised that system of the New Zealand Company setting apart one acre for every ten?—I think in their instructions to me they did not.

"Mr. Nairn.] Do you remember when that was repealed?—No. I think at the time I came here it had ceased. From the time I came here I think it ceased, because, for example, as well as I recollect, I bought a great part of Wellington back again. The Natives did not admit that the sale of the Wellington District was complete, and when I repurchased I paid a considerable sum of money, and made large reserves for them, and the whole of the tenths vanished in that repurchase," (p. 638 of evidence).

Sir George Grey further appears, from his evidence, to have considered that in any purchases made under his orders there was no obligation to observe the principle of tenths, and stated (pp. 644-46 of evidence), "I should state that I did not view the purchases by the Government of their waste lands from the Natives in the same way as I regarded a private European purchase, because the Natives, by selling to the Government, really obtained protection against their enemies. That was particularly the case with the Natives about Akaroa, who might have been attacked at any time. Then, again, it was certain a great part of the money for which land was sold would be employed in making roads and public works, which would give a great value to the remainder; and the Natives would have the same rights with regard to the land as the Europeans. It was not an absolute parting with the land. They still had the same right as the

¹ App. 24, G.-7, 1876, pp. 3-5.

² App. No. 25, G.-7B, 1876.

³ App. No. 26, Report of Native Affairs Committee, 25th September, 1878; extract from I.-3, 1878.

⁴ App. No. 27, Reports by Messrs. Smith and Nairn, 9th August, 1880, G.-7, 1880, and 31st January, 1881, G.-6.

⁵ App. No. 28, Port Nicholson Block, original purchase, 27th September, 1839.

⁶ App. No. 29, New Zealand Company's second deed of purchase, including Nelson, 25th October, 1839, pp. 64, 65, Vol. i., N.A., S.I.

⁷ App. No. 30, New Zealand Company's third purchase, 8th November, 1839, pp. 65, 66, Vol. i., N.A., S.I.

rest of the Queen's subjects. I explained that to them, but I am afraid they were not provident enough. In reference to these tenths you speak of, a reservation was made in the Constitution Act of £7,000 a year in part to replace that, and some purchases were made on condition of their getting 5 per cent. of the purchase-money as long as the sales went on, but even that was not regularly paid to them. I believe it was withheld from some cause or other. But there were various modes of purchase."

Sir George Grey further stated (p. 646 of evidence): "I know the intention was to give them considerable reserves, and the impression left upon my mind, from what I have seen of the reserves, is that the original intention has never been properly carried out. That was the impression on my mind. I can only state the impression on my mind, and that has been the impression on my mind as I have gone about the country."

In answer to a question from what source Sir George Grey contemplated funds arising to enable the Government to fulfil promises of schools, hospitals, and other advantages, he said (pp. 649, 650 of evidence), "I imagined that reserves would be kept for that purpose, in addition to what was given to the Natives, and that the money would have been given from the Land Fund."

In reply to a suggestion that the land was purchased for the Company and that the tenths might have been in force, Sir George Grey said (p. 664 of evidence), "I had no instructions regarding those tenths; but I certainly contemplated much larger reserves than fourteen acres a head. I think I should have been no party to the purchase if I believed that was all they were going to get. I would not have made the purchase on those conditions; would not have consented to act as the agent to do it."

A petition on the subject of unfulfilled promises in the Middle Island having been presented to Parliament by H. K. Taiaroa and T. Tainui,¹ the Native Affairs Committee reported on the 25th August, 1882, that the reserves made by the Native Land Court at Christchurch on the 7th May, 1868, "were given in final settlement of all claims under this head;" that there was no evidence to show that the claim for tenths was thought of until the last few years; that schools and medical attendance had been supplied since 1865 partially and since 1868 fully, and whenever required. Mention is made of two cases where the Natives refused schools lest their claims on the colony should be prejudiced. The Committee thought that the question of schools and medical attendance had been neglected prior to 1868, and suggested the consideration of a liability to pay the Natives of the present day the arrears due to a past generation, a process which the Committee did not consider difficult.

On the 12th May, 1886, Mr. Alexander Mackay was appointed a Commissioner for the purpose of making inquiry in respect of Natives who were without land in the Middle Island. He was instructed to examine into and report on five points: (1) The cases of Natives alleged to be unprovided with land; (2) whether the lands hitherto set apart were adequate for the maintenance and support of the Natives; (3) the cases of all half-castes in the Middle Island whose names were not included in the Acts of the Legislature who were still unprovided with land; (4) to ascertain and furnish the names, addresses, and sex of all such persons, and to recommend how their requirements should be provided for. By a supplementary Commission, dated the 20th July, 1886, Mr. Mackay was further instructed (5) to inquire into and report whether certain aboriginal Natives interested in the inquiry held by the Commission of 1879 were willing or desirous of accepting a grant of land in final settlement of their claims. On these points Mr. Mackay does not clearly and specifically report, but has given a lengthened report of the negotiations, and his view of the engagements connected therewith, which, to say the least, are not in accordance with any view he appears to have expressed or entertained prior to the date of his appointment. A copy of Mr. Mackay's report, dated 5th May, 1887, is attached herewith.²

This brings the case of Ngaitahu down to the present time.

The foregoing review of the question seems to establish that no promises of reserves of land have been made which have not been fulfilled, and that at the negotiations no promises of tenths were made or held out.

APPENDIX TO THE EPITOME OF THE NGAITAHU CASE (17th July, 1888).

No. 1.—DESPATCH from His Excellency the GOVERNOR-IN-CHIEF to Lieut.-Governor EYRE.

SIR,—

Government House, Auckland, 8th April, 1848.

In reference to the anxiety which has been manifested by some of the Natives inhabiting the Middle Island to dispose of the tract of country lying between the district purchased from the Ngatitooa Tribe and that purchased by the New Zealand Company, at Otago, I have the honour to acquaint you that I have found it impossible to dispense with the services of the Surveyor-General from this part of the colony; and it will therefore be necessary for you to appoint some person for the purpose of extinguishing any title to the tract of country in the Middle Island lying within the limits before alluded to, which may upon inquiry be found to be vested in the Native inhabitants thereof.

The mode in which I propose that this arrangement should be concluded is by reserving to the Natives ample portions for their present and prospective wants, and then, after the boundaries of these reserves have been marked, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island.

The payment to be made to the Natives should be an annual one, and should be spread over a period of four to five years. An arrangement of this nature will remove all possibility of the

¹ App. No. 31, Report of Native Affairs Committee, 25th August, 1882, p. 33, I.—2, 1882.

² App. No. 32, Mr. Mackay's report, 5th May, 1887, G.—I, 1888.

occurrence of any future disputes or difficulties regarding Native claims to land in that part of the Middle Island.

The gentleman appointed to perform this service might perhaps be Mr. Kemp; but if not that gentleman himself Mr. Kemp must, as the service is one of great importance, be required to perform the duties of interpreter to the Government Commissioner; and, as this is a service which will entail considerable expense and inconvenience upon Mr. Kemp, a fair travelling-allowance must be made to him for the time that he is employed upon this duty. I should not consider an allowance of one guinea per diem as a more than adequate remuneration for the expenses and difficulties he will be subjected to.

It only remains for me to press upon you the necessity of having the service executed with as little delay as possible.

I have, &c.,

His Excellency the Lieutenant-Governor, New Munster.

G. GREY.

No. 2.—INSTRUCTIONS to Mr. KEMP from Lieut.-Governor EYRE.

SIR,—

Wellington, 25th April, 1848.

Referring to your mission to the Middle Island as Commissioner to negotiate the purchase from the Natives of certain lands required by the New Zealand Company, I am directed by the Lieutenant-Governor to convey to you the following instructions for your guidance:—

The object of your mission is the extinguishment of any title which may upon inquiry be found to be vested in the Native inhabitants to the tracts of country lying between the districts purchased from the Ngatitooa Tribe and that purchased by the New Zealand Company, at Otago.

In entering upon the arrangements necessary to affect this object, it will be your duty to reserve to the Natives ample portions of land for their present and prospective wants, and then, *after the boundaries of these reserves have been marked*, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island. The payment to be made to the Natives must be an annual one, and be spread over a period of four or five years, as the only means of removing all possibility of the occurrence of any further disputes or difficulties regarding Native claims to land in that part of the Middle Island.

Having received from the New Zealand Company's principal agent a letter containing an exposition of his wishes and views on behalf of that body, the Lieutenant-Governor has instructed me to forward to you a copy, together with a copy of His Excellency's reply.¹

Should you find any difficulty in concluding the negotiations satisfactorily within the limits of the amount which Colonel Wakefield has stated that he is prepared to sanction as an expenditure to extinguish the Native claims to the land in question, it will be your duty to submit to the Lieutenant-Governor an outline of the most favourable terms which you may consider it would be practicable to effect. From the smallness of the number of Natives, however, and their expressed anxiety to make an immediate sale of their lands, His Excellency does not apprehend any difficulty of this nature will arise, but would hope rather that you may be able satisfactorily and speedily to conclude the whole arrangement, and in that case have it in your power to pay over to the Natives the first annual instalment.

The mode proposed by the Lieutenant-Governor for your conveyance to and from the Middle Island will be as follows—namely, H.M.S. "Fly" will, about the end of the present week, convey you to Otago, touching on her route at Akaroa to enable you to see the Natives there, and prepare them for entering upon the negotiations on your return. At Otago you will be left until the return of H.M.S. "Fly" from visiting the Auckland Isles, when you will be reconveyed in her, together with the New Zealand Company's surveyor, and such Native chiefs as you may wish to take back to Akaroa, where the Lieutenant-Governor is given to understand the majority of the Natives interested reside.

On your second visit to Akaroa H.M.S. "Fly" will, by the kindness of her commander, be detained for any reasonable time, but should you find that it would require a longer time than she can thus wait to complete the marking of the Native reserves the Lieutenant-Governor will, upon being informed to that effect, take other means for sending for you about the time you may consider your labours likely to be terminated.

The Lieutenant-Governor is not aware whether any Natives are resident at places intervening between Akaroa and Otago, but if this is the case it will, of course, be necessary that they should be seen, and their claims satisfied with the others.

On your arrival at Otago, one of the New Zealand Company's surveyors will, by Colonel Wakefield's directions, undertake the survey and marking out of the Native reserves you may consider it requisite to make, and, as this service may probably be completed in the vicinity of the Otago purchase before the return of H.M.S. "Fly" to remove you to Akaroa, the Lieutenant-Governor confidently hopes you will be enabled upon your arrival at the latter place to complete all other arrangements in that district during the stay of the "Fly."

Prior to your embarkation it will be requisite for you to see Colonel Wakefield, and request he will be good enough to allow you the use of any maps which the New Zealand Company may have relating to the districts to which you are going, as the local Government have none.

I am instructed to add, in conclusion, that the Lieutenant-Governor relies with the fullest confidence on your zeal and ability in the discharge of the very important and responsible duty to which you are appointed.

I have, &c.,

H. T. Kemp, Esq.

W. GISBORNE.

Lieut.-Governor EYRE to Colonel WAKEFIELD.

SIR,—

Wellington, 25th April, 1848.

I have the honour to acknowledge the receipt of your letter of this day's date expressing the views you entertain on behalf of the New Zealand Company with respect to the contemplated

¹ One enclosure only herewith, Lieutenant-Governor to Colonel Wakefield.

purchase of land in the Middle Island, and stating the limits within which you are willing to undertake payments in extinguishment of the Native title to the land referred to.

In reply, I have to inform you that I have forwarded to Mr. Kemp, the Commissioner appointed to conduct the negotiations with the Natives in reference to this question, a copy of your letter, and have instructed him to endeavour, if practicable, to carry out your wishes, but that if, unfortunately, any unforeseen obstacles or difficulties should occur he must again communicate with me prior to concluding any final arrangements. I trust, however, that no such impediments will occur, but that, on the contrary, he may be able to complete the negotiations for the proposed purchase in a satisfactory and final manner, and in that case be enabled to pay over to the Natives, in accordance with your wishes, the first annual instalment. With respect to the boundaries of the contemplated purchase, Mr. Kemp has been instructed to extinguish any title to the tract of country in the Middle Island lying within the limits mentioned by you which may upon inquiry be found invested in the Native inhabitants thereof, making for them such complete reserves as may be required for their present and prospective wants. As the local Government have not any maps or plans relating to that part of New Zealand to which Mr. Kemp is proceeding, I have requested that officer to call on you and solicit the loan of any such maps as the New Zealand Company may have and be able to spare the use of for this service.

I have, &c.,

E. J. EYRE.

Colonel W. Wakefield, &c.

No. 3.—Mr. H. T. KEMP to Mr. GISBORNE.

SIR,—

Wellington, 19th June, 1848.

Agreeable to the Lieutenant-Governor's instructions conveyed to me in your letter of the 25th April, I embarked on board H.M.S. "Fly" for the Middle Island, to endeavour to acquire by purchase from the Natives the tract of country lying between Nelson and Otago Districts, and thereby to form one continuous and complete block of land.

I have now the honour to report for His Excellency's information my return from that expedition, and it affords me much pleasure to be able to state that the deed of conveyance comprising the district referred to, extending over the West Coast, was duly executed by the Native chiefs on the 12th instant, in the presence and with the consent of the people; and I have every reason to believe that the whole of the proceedings gave them general satisfaction. The deed, together with its translation, and a map of the portion of land surrendered to the Company, I beg herewith to enclose.

In carrying out His Excellency's wishes I have been greatly indebted to Captain Oliver for his ready co-operation and advice, and to Mr. Kettle, the Company's principal surveyor, for his assistance throughout the negotiations that took place; and I trust I may be allowed through you to tender those gentlemen my best acknowledgments for the same.

I propose in a separate letter to address you with reference to those portions of land already guaranteed to the Natives, as well as with regard to those that are hereafter to be reserved for them under the immediate sanction of the Government, and with reference also to the payment of the future instalments, having thought it desirable in my dealings with the Native settlers to meet their wishes without, I think, deviating from the general tenor of my instructions.

Under all the circumstances, I shall venture to hope that the arrangements I have made will meet with His Excellency's approbation, and at the same time prove satisfactory to the principal agent of the New Zealand Company, on whose behalf the land has been acquired.

I have, &c.,

W. Gisborne, Esq., Private Secretary.

H. TACY KEMP,
Commissioner *pro tem*.

Mr. H. T. KEMP to Mr. GISBORNE.

SIR,—

Wellington, 20th June, 1848.

In continuation of my despatch addressed to you on the 19th instant, I beg to state, with reference to the reserves intended for the Natives in the newly-acquired block of land between the Kaikouras and Otago, that, in obedience to the Lieutenant-Governor's instructions, their pas and cultivations have been guaranteed to them, as expressed in the deed of sale; they are, generally speaking, of comparatively small extent. Beyond these I have not felt myself authorised in making any guarantee, and with the consent of the people, have thought it better to leave the subject to be considered and decided upon between the Government and the Company, as soon as the survey of the district shall take place.

By a reference to the map accompanying the deed of sale, His Excellency will perceive that, while there are several Native settlements upon the line of coast between Akaroa and Otago, the inhabitants are but small in number, and, as they are widely scattered, I saw there would be great difficulty in inducing them to concentrate into one or even two blocks. In the event, therefore, of its being decided upon by the Government that they should have blocks reserved adjoining each of the settlements, I think there would be then but little obstacle, and little or no interference with the interests of the Company in the division and survey of the district.

The Natives clearly admit to have sold the whole of Banks Peninsula to the French company. With the resident Natives chiefly at Port Cooper and Pigeon Bay, I did not think it advisable on this account to enter into any arrangements with regard to the reserves, and knowing also that the question was one at present pending between the English and French Governments. My impression is that no definite reserves were made for them by the French agent at the time of sale, and that they continue to occupy the cultivation grounds they formerly did, and without any limitations whatever.

At each of the Native settlements marked on the map the number of the inhabitants is also given, which may serve hereafter for a guide as to the quantity of land it may be thought desirable to set apart for their use, a matter which, I believe, may be easily and finally settled as the surveys of the coast-line progress.

I have, &c.,

H. TACY KEMP,

Commissioner *pro tem*.

W. Gisborne, Esq., Private Secretary.

Mr. H. T. KEMP to Mr. GISBORNE.

SIR,—

Wellington, 21st June, 1848.

In allusion to my letter of the 19th instant, and with regard to the arrangements for the future payment of the instalments for the land in the Middle Island, I beg to offer one or two suggestions. In the first place, I should explain that it was originally intended that they should be paid annually; but the first instalment of £500 being scarcely sufficient to satisfy the claimants present, and rather than this should be a subject of jealousy or dissatisfaction amongst them hereafter, I have been induced to promise that the remaining three instalments shall, if possible, be paid half-yearly. I did this after consulting with Mr. Kettle, the Company's principal surveyor, and I trust no serious difficulty will be found to result from this arrangement. With reference, then, to the manner in which the payments are to be made hereafter, I beg respectfully to suggest that one moiety should be paid over to the chief Tikao, at Akaroa, on behalf of his tribe, in their presence, and through the hands of the Resident Magistrate. In the same manner, the other moiety might be forwarded to the public officer at Otago, to be paid over to the chief Taiaroa, receipts in each case being taken for the amount. This plan would, I think, not only be simple, but less expensive, and dispense in a great measure with the necessity of collecting the Natives together from the more distant parts of the country, and at the same time be a great convenience to those persons residing in the neighbourhood of each of the settlements mentioned. The above arrangement was proposed in the first instance by the chiefs themselves, in the presence and with the consent of their people, and is one which, I believe, would give general satisfaction.

I have, &c.,

H. TACY KEMP,

Commissioner *pro tem*.

W. Gisborne, Esq., Private Secretary.

NO. 4.—TRANSLATION OF KEMP'S DEED.

HEAR, O all ye people! We, the chief, and people of Ngaitahu, who have signed our names and marks to this deed on the twelfth day of June, in the year of our Lord one thousand eight hundred and forty-eight, consent to surrender for ever to William Wakefield, the Agent of the New Zealand Company established in London, that is to say, their directors, our lands and all our territorial possessions lying along the shores of this sea, commencing at Kaiapoi, at the land sold by Ngatitaoa, and at the boundary of Whakatu, and thence on to Otakou, and on till it joins the boundary of the block purchased by Mr. Symonds; running from the sea to the mountains of Kaihiku, and on till it comes out at the other sea at Whakatipu Waitai (Milford Haven). But the land is more accurately defined on the plan. Our places of residence and our cultivations are to be reserved for us and our children after us; and it shall be for the Governor hereafter to set apart some portion for us when the land is surveyed by the surveyors; but the greater part of the land is unreservedly given up to the Europeans for ever.

The payment made to us is two thousand pounds, to be paid to us in four instalments. Paid to us this day, five hundred; in the next instalment, five hundred; in the next, five hundred; and in the last five hundred: making a total of two thousand pounds.

And the signing of our names and marks being the token of our full consent, is done at this place, at Akaroa, on the twelfth of June, 1848.

[Here follow the signatures.]

[TRANSLATION.]

HAKAROA, 22nd February, 1849.—On this day was paid to us the second instalment for our lands, herein described. Five hundred pounds (£500) were handed over to us. Mr. Mantell, Commissioner for Extinguishing Native Claims, divided the money among us.

[Here follow the signatures.]

NO. 4A.—MR. GISBORNE'S LETTER TO MR. KEMP UPON HIS DEPARTURE FROM INSTRUCTIONS.

SIR,—

Wellington, 21st June, 1848.

I have the honour, by the direction of His Excellency the Lieutenant-Governor, to acknowledge your letter of the 19th June instant, forwarding a report of your mission to the Middle Island, and enclosing the deed of sale executed by the Ngaitahu Natives. His Excellency desires me to state that, upon perusing these documents, he has learnt with surprise and very great regret that you have altogether deviated from the instructions which were given you for your guidance, and have left unsettled the very points you were sent to adjust. His Excellency desires me, further, to add that, in the instructions conveyed to you by his directions in my letter of the 25th April, 1848, it is stated, "the object of your mission is the extinguishment of any title which may upon inquiry be found to be vested in the Native inhabitants to the tract of country lying between the district purchased from the Ngatitaoa Tribe and that purchased by the New Zealand Company at Otago." It was never contemplated by Her Majesty's Government that the very few individuals within the limits referred to should be considered the owners or occupiers of that immense district; and the Lieutenant-Governor desires me to say that, at a personal interview he had with you on this very subject, prior to your setting out on your mission, he was particularly careful in trying to guard you from the error of acknowledging a validity of title in the few resident Natives

to vast tracts, the larger portion of which had probably never even been seen, and certainly never been made use of by them; and that he repeatedly and distinctly enunciated to you that it was only the rights or titles of the Natives to the extent these might be found to exist in the tract of country referred to which were to be purchased; and yet in the translation of the deed of sale you have, His Excellency observes, apparently recognised Native rights over "the whole of the lands situated on the line of coast commencing at Kaiapoi recently sold by the Ngatitoas and the boundary of the Nelson Block, continuing from thence until it reaches the range of mountains called 'Kaihiku,' and from thence in a straight line until it terminates in a point on the West Coast called 'Whakatipu Waitai,' or Milford Haven. The boundaries and size of the land sold are more particularly described in the map which has been made of the same," without explaining why you have been led to make so important a deviation from your instructions.

In the next place, I am directed to observe that your instructions informed you that "it would be your duty to reserve to the Natives ample portions of land for their present and prospective wants, and then, *after the boundaries of these reserves have been marked,*¹ to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island;" and yet, in referring to the map, or to the deed of sale, His Excellency cannot see a single Native reserve indicated or defined, but instead is inserted a clause specifying that all their "places of residence and plantations are to be left for their own use, and for the use of their children, and for those who follow after them," besides certain other additional reserves which are to be made by the Government when the land shall be properly surveyed hereafter; an arrangement, His Excellency observes, as indefinite and unsatisfactory as could well have been proposed, being, in fact, the very one which for so many years precluded the New Zealand Company from accepting a Crown grant for any one of their purchases, and which was during that time a source of the greatest anxiety, difficulty, and expense to the Government. It was, the Lieutenant-Governor directs me to state, your duty, in compliance with your instructions, to have had all the necessary reserves plainly marked on the ground and indicated to the Natives *before any purchase was effected*. It was for this purpose that the New Zealand Company placed one of their surveyors at your disposal to make the requisite surveys.

I am directed to add, further, that in the latter part of your instructions you were distinctly told that, although through the kindness of the commander of H.M.S. "Fly" that vessel would be detained any reasonable time to enable you to return in her after fulfilling your mission, yet that "should you find it would require a longer time than she could thus wait to complete the marking of the Native reserves the Lieutenant-Governor would, upon being informed to that effect, take other means for sending for you about the time you might consider your labours likely to terminate." Another clause of your instructions directed that, in the event of any arrangement being concluded, the payment to be made to the Natives must be an annual one, and be spread over a period of four or five years as the only means of removing the possibility of the occurrence of any further disputes or difficulties regarding Native claims to land in that part of the Middle Island; and yet, although one-fourth of the whole sum agreed upon as purchase-money in the bargain made by yourself with the Natives has been paid as a first instalment, no mention is made, either in the deed of sale or in your report, of the periods when the other instalments are to become due. You inform the Lieutenant-Governor that you will report further to him on this subject, yet His Excellency directs me to observe that he cannot do other than regard it as both unusual and unsatisfactory that the whole of the conditions of the sale have not been fully and clearly embodied in the deed itself. A further still more extraordinary and not unimportant error into which His Excellency observes you have been led in preparing the deed of sale for the Natives to execute is that you have made the deed of bargain and sale to run as between the Natives and the New Zealand Company, or their agent, instead of as between the Natives and the Crown, in which latter necessarily vest all lands alienated from the Natives, and under which alone any title can be derived. These are facts so well known, and have so often in New Zealand been forced upon the public attention, that His Excellency could not suppose you ignorant of them, and certainly did not conceive it necessary to give you particular instructions on the points. Moreover, you were sent as the Commissioner of the Crown, and to act solely on its behalf; and His Excellency further adds that you had also but a short time previous to your departure been engaged in assisting at a similar purchase of land at Taranaki, in which the New Zealand Company were equally interested, but in which the only parties to the deed were the Crown and the Natives; in addition to all which you were instructed prior to your departure to see the Crown Solicitor, and to obtain from him the proper form of conveyance to be used in any purchase which might be effected, and, in consequence of your not having done so, the mistake, His Excellency observes, may probably entail upon the Government the necessity of sending down a Commissioner to have another deed of sale executed in a proper form. In the present instance, also, upon looking over the deed of sale, His Excellency finds no mention made of, or no reservation specified for, the French district at Akaroa as being excepted from the block now purchased, although you must be aware that the British Government have recognised the claims of that company as just and valid. It is true that on the map accompanying the deed a certain indefinite portion of country is coloured green, and referred to by a note on the map itself as being that "acknowledged by the Natives as having been sold to the French," but His Excellency thinks it was due to the national character to have alluded to the circumstances in the body of the deed, that no apprehensions might arise in the minds of the Natives as to the object or character of the new transaction. There were also other lands situate within the limits of the purchase in regard to which claims by individuals have been recognised as valid, but which are equally unmentioned in the present deed.

His Excellency goes on to add that as you have not defined the extents, so neither have you

¹ These italics were in the original letter.

specified even the number of reserves which are to be set apart for the Natives, nor are the numbers or residences of the Natives (unless the numbers in red ink on the coast-line of the map intend to convey that information), nor any other particulars in reference to them, given, except that, as reference is made in the deed to a single tribe only, an inference might be reasonably deduced that it was the single possessor of any interests in the lands disposed of. Further, the deed does not even state in what manner the first instalment was distributed, who were its recipients, and what amount their several portions consisted of, and the reasons which induced you to make such apportionment; in fact, His Excellency can gather nothing from the deed which would in any way guide the Government in arranging the payments of the next instalments supposing your absence or other circumstances precluded your attendance in the execution of this duty.

In conclusion, the Lieutenant-Governor cannot sufficiently express the regret and disappointment which he has experienced in finding that you have so completely disregarded both the letter and spirit of the instructions given you for your guidance, and have precipitately hurried over the very important and responsible arrangements confided to your management, and the unfinished and indefinite execution of which may hereafter prove the source of much difficulty, anxiety, and expense to the Government, to the New Zealand Company, and to the future settlers whom that body, on the faith of the late purchase, may be induced to send out.

I have, &c.

W. GISBORNE.

H. T. Kemp, Esq., &c.

PS.—I am directed to add in this postscript that His Excellency has received your two subsequent letters in further relation to your mission (one dated yesterday and the other this day), in which you refer to the periods appointed for paying the remaining instalments; but His Excellency cannot see any explanation whatever given of the total disregard of your instructions, as specified in my letter above; and therefore His Excellency must still require from you such explanation to be implicitly and satisfactorily made. Neither do these two letters afford the Lieutenant-Governor the information required by him upon other points touched upon in my letter. You do not say how or to whom the £500 were apportioned, although you recommend the next £500 to be given to two individuals living at either extreme of the block, without in any way indicating how the Natives residing at the intervening settlements are to have their claims considered and satisfied. It does not even appear from any of the documents which His Excellency has yet received from you that these people have been at all seen or consulted by you, or have in any way been apprised of the sale of their lands and the district in which they reside. Their future acquiescence in this sale appears to be, His Excellency observes, a little doubtful even to yourself, when you say that, if blocks are reserved for them near their respective locations, you "*think* there would be then but little obstacle and little or no interference with the interests of the Company in the division and survey of the district."—W. G.

NO. 5.—DESPATCH FROM LIEUT.-GOVERNOR EYRE TO HIS EXCELLENCY THE GOVERNOR-IN-CHIEF
ON MR. KEMP'S DEVIATION FROM INSTRUCTIONS.

SIR,—

Wellington, 5th July, 1848.

Referring to my Despatch No. 49, in which I acquainted your Excellency that I had, in conformity with the instructions contained in your Excellency's Despatch No. 7, appointed Mr. Kemp Commissioner for the purchase of the Natives' rights in the tract of country lying between the Ngatitooa boundary-line and the Otago Block in the Middle Island, I have now the honour to inform your Excellency of Mr. Kemp's return, and at the same time to transmit for your perusal copies of a deed of sale subscribed by the Natives, of the chart to which the deed refers, of Mr. Kemp's report, of a correspondence which has taken place with him on the subject, and of communications which have passed between Colonel Wakefield and myself relative to the transactions to which these documents refer. My Despatch No. 49 will already have put your Excellency in possession of the steps taken to effect the extinguishment of the Native title to the tract of country in the Middle Island, between the Ngatitooa boundary-line and the Otakau Block, and also of the instructions which I issued to Mr. Kemp for his guidance in the discharge of the important and responsible duty confided to him.

The accompanying enclosures will so fully inform your Excellency of the unfortunate arrangements entered into by Mr. Kemp that I should only waste time in repetition by now recurring to them, further than to express my extreme regret that Mr. Kemp should have taken upon himself to act in direct disobedience of his instructions upon all the more important points connected with negotiations intrusted to him. The most serious mistakes into which Mr. Kemp has been led are: (1.) The recognising Native rights over the whole of the country between the given limits. (2.) The making a purchase without marking a single reserve, or in any way indicating the number, extent, or situation of the lands to be set apart as reserves. (3.) The arrangement that the purchase-money should be paid half-yearly instead of annually. (4.) The drawing-up the deed of sale in a form which is not legally valid.

The last error has arisen in part from the misdirection of the Crown Solicitor, who was instructed to provide Mr. Kemp with a proper form, and I have therefore called upon that officer for an explanation, of which I enclose a copy among the other documents. The other errors were entirely Mr. Kemp's own, and are of a very serious character. That relating to the reserves will, I fear, cause some difficulty both to the Government and to the New Zealand Company hereafter, whilst the one relating to the payment of the future instalments will, in a great measure, defeat the objects contemplated in directing that they should be made annually, and be extended over a series of years—viz., to allow time for the country being occupied by Europeans before such payments cease, and to provide for the purchase-money being given to the Natives in a manner most likely to prove of real and permanent advantage to them. The good results which have occurred in similar

purchases from the adoption of this course ought to have been quite sufficient to have induced Mr. Kemp to remain firm in declining to accede to terms requiring payments at shorter intervals. There was also this further necessity for adhering to it in the present instance, that the Natives who sold the Otago Block, and many of whom were largely interested in the land Mr. Kemp was sent to acquire, were known to have derived little or no advantage from the sums paid them for that district in consequence of the improvident and hasty manner in which they ran through the whole amount, whilst there were no future payments for them to fall back upon when experience had taught them more fully and more correctly the real value of money, and the best manner of expending it.

With regard to Mr. Kemp's not having set apart or distinctly marked out the necessary reserves for the Natives prior to effecting the purchase, I can only remark that my instructions to Mr. Kemp positively enjoined him to do this, as your Excellency will observe upon referring to the copy of those instructions forwarded in my Despatch No. 49 that I applied to the New Zealand Company's principal agent to provide a surveyor for making the requisite surveys, and marking the boundaries, and that in consequence of such application the New Zealand Company's principal surveyor was detached from Otakou on this service, and went prepared, as Colonel Wakefield has informed me since Mr. Kemp's return, to remain absent for three months if necessary, to complete the whole arrangement properly. It is my duty also to inform your Excellency with regard to a passage in Mr. Kemp's report, dated the 19th June, in which mention is made of Captain Oliver, of H.M.S. "Fly," and of Mr. Kettle, the New Zealand Company's principal surveyor, as co-operating with and assisting Mr. Kemp in his arrangements, that, upon my making inquiries of Captain Oliver on the subject, he distinctly informed me that when Mr. Kemp applied to him for advice he explicitly told him that he could not give advice without knowing Mr. Kemp's instructions, and these Mr. Kemp never offered to show him. Colonel Wakefield has also assured me that Mr. Kettle was equally unable to give advice for the same reason, and he, moreover, did not go as a coadjutor of Mr. Kemp, but to act under him in marking off reserves or making surveys.

It remains for me to observe that, in accordance with the wishes of the New Zealand Company's principal agent, I purpose, as soon as the worst of the winter months are over, to send down a new Commissioner, accompanied by a surveyor, for the purpose of defining and determining all the Native reserves, and after the due completion of which I propose that another and more formal deed should be executed by the Natives, and the second instalment, which by that time would become due, be paid to them. By thus correcting the mistakes which have occurred without the lapse of any long interval of time, and before circumstances can have arisen to make the Natives disposed to take advantage of any opening left them to extort further payments, I would trust that some of the difficulties, otherwise unavoidable, may in a great measure be obviated, and especially as the comparatively small amount and scattered character of the population offer greater facilities for attempting such a rearrangement than could have been hoped for in any other portion of New Zealand.

In conclusion, I have to inform your Excellency that, upon Mr. Kemp's applying to me for the allowance of a guinea a day, which had been promised to him in addition to his salary on his undertaking the mission to the Middle Island, I have felt it my duty, in consequence of his having totally disregarded the instructions given him, to withhold the payment until I can receive your Excellency's directions. A copy of my Private Secretary's letter to Mr. Kemp on this subject is enclosed, from which your Excellency will observe that, though I felt it my duty to withhold payment of the full allowance, I offered, in order to prevent his being subjected to any inconvenience, to pay such expenses as he might actually have incurred, but this offer he has not availed himself of. I may here mention that Mr. Kemp was provided by the Government with passages backwards and forwards in H.M.S. "Fly," that he lived on board free of all expense, and was only absent from the ship three nights during the whole of the time he was away from Wellington. It is quite impossible, therefore, that Mr. Kemp could have incurred any very heavy expenses on account of his mission whatever might be the inconveniences he was subjected to in quitting his home and residing on board a man-of-war for seven or eight weeks.

The fact of Mr. Kemp having resided on board ship the whole time excepting three nights will, I think, be quite sufficient to prove to your Excellency how utterly impossible it was for him to discharge properly, under such circumstances, the trust confided to him. Mr. Kemp could not have been sufficiently among the Natives to learn thoroughly their wishes or wants, could not have seen the tracts they desired to have as reserves, and could not have visited even the Native settlements nearest to Otakou and Akaroa respectively. On this subject I would beg to call your Excellency's attention to my Private Secretary's letter of the 7th July, No. 108, in which several distinct inquiries were put to Mr. Kemp, but which, in his reply of the 8th July, he declines to answer, by stating that he is unable to give any further information. I append therefore a copy of a letter from Captain Oliver, R.N., of H.M.S. "Fly," showing that, with the exception of the three nights referred to, Mr. Kemp was never absent from the ship at night. I would also refer your Excellency to the important information sought to be obtained as a matter of record in the queries put in my Private Secretary's letter of the 7th instant, as to the names, ranks, hapus, &c., of the individual Natives, who, being residents of the settlements between Otakou and Akaroa, marked in the maps by red-ink figures, were present at the sale at Akaroa as representatives of their respective kaingas. This information, unfortunately, Mr. Kemp states he cannot give. In his letter of the 27th June he gives the names of certain Natives said to be representatives of the settlements intervening between Akaroa and Otakou; but he does not state that they were residents of these places, and does not give their hapus, although in his letter of the 22nd June he speaks of their being subdivided into several tribes. Moreover, out of seven settlements marked on the map as existing between Akaroa and Otakou three only had representatives present, according to

Mr. Kemp's letter of the 27th June—viz, Waitaki, Moeraki, and Waimakariri, leaving four others, and among them the important pa of Woikawaiti unrepresented.

I should also have felt much more satisfied if Mr. Kemp had distinctly assured me that the Natives who were stated to be representatives of the absent tribes were actual residents from them; they may have been mere residents of Akaroa, or Otakou, or the vicinity, who being the best acquainted with, or most interested in, the absentees volunteered to represent them.

Neither did Mr. Kemp provide for any of the payments being made to the representatives; the whole of the first instalment of £500 was paid to two individuals, one living at either extreme of the block purchased; and Mr. Kemp recommends, and, in fact, appears to have promised, that a second instalment should be paid in a similar manner to the same parties.

I must confess, therefore, that I cannot but anticipate that when the question is more fully inquired into it will be found that the purchase has been made and the first instalment paid without even the knowledge that such transactions were occurring on the part of very many of those whose interests are materially affected by it.

I have, &c.,

His Excellency the Governor-in-Chief.

E. EYRE.

P.S.—In Mr. Kemp's letter of the 3rd July, on the subject of the allowance of one guinea per diem which had been promised to him as a travelling-allowance, he asserts that at a private interview with myself he was given "clearly to understand that the object of his mission would be simply to ascertain whether the Natives were disposed to sell certain lands, and the sum of money they would be willing to receive as payment for the same; and, having ascertained these particulars, he was then to return to Wellington and report accordingly." This is, however, quite a misstatement of facts. It was well known from your Excellency's visit, and from letters which the Natives had written to the Government on the subject, that they were quite prepared to sell their land; the only questions that were likely to arise were those relative to the price and to the lands to be reserved, and these are points it was Mr. Kemp's province to determine, although no real difficulty was ever anticipated with regard to them. It was only in the event of Mr. Kemp's not being able to effect arrangements with the Natives within the limits of his instructions that he was requested to communicate with me again prior to concluding any arrangements at variance with those instructions; but under nothing but a very extreme and unlikely case did I ever contemplate Mr. Kemp's return to Wellington without completing his mission; on the contrary, I expected, and Mr. Kemp's instructions provided, that should he not be able to conclude everything in time to return by the "Fly" he was to communicate with me by that vessel, and I would take other measures for sending for him about the time he considered his labours as likely to terminate.—E. EYRE.

No. 6.—LETTER OF INSTRUCTIONS FROM MR. GISBORNE TO MR. MANTELL.

SIR,—

Wellington, 2nd August, 1848.

I have the honour, by the direction of the Lieutenant-Governor, to furnish you with the following instructions for your guidance in the discharge of the duties devolving upon you as the Commissioner appointed to complete the negotiations connected with the purchase of certain districts of land in the Middle Island which were partially entered upon by Mr. Kemp in June last.

To enable you to judge accurately of the position in which the question at present stands, I am directed to transmit for your perusal Mr. Kemp's reports relative to the arrangements made by him, and also a letter from the Lieutenant-Governor to Mr. Kemp, pointing out the particulars in which Mr. Kemp had either deviated from his instructions or had failed to carry them out. An extract from the instructions given to Mr. Kemp for his guidance is also added, from which you will be able to collect the objects and intentions of the Government in sending that officer in April last.

The case appears, then, to stand thus:—First: The Natives, or at least all of them who were communicated with, have sold their titles to or interests in that part of the Middle Island lying between the Ngatitua boundary-line and the Otakou purchase, with the exception of certain reserves to be set apart for themselves and their descendants; the purchase-money agreed to be received was £2,000, and the first instalment of £500 was paid to them on the 12th June at Akaroa. Secondly: The lands to be set apart as Native reserves were not either enumerated in the deed or marked out on the ground, and therefore, until this is done, the whole arrangement is vague and indefinite, and difficulties or disputes may hereafter arise in the interpretation. Thirdly: The deed executed by the Natives, though in equity binding upon them, is not according to our laws a legal one. Fourthly: The payment of the remaining instalments were intended to have been annual, but Mr. Kemp promised the Natives verbally that they should be half-yearly: no mention, however, of such arrangement is made in the deed itself.

The following, then, are the duties which your undertaking the office of Commissioner imposes upon you:—First: To traverse by land, accompanied by a surveyor, the whole of the district lying between the Ngatitua boundary-line and that of the Otakou Block; seeing all the Natives or, at least, the principal men of each tribe between the limits mentioned; deciding upon and seeing marked distinctly on the ground the various reserves which you may consider necessary to be set apart for the use of the Natives. In deciding upon the number, extent, or situation of the reserves to be set apart you will be guided by the following considerations—namely, that Mr. Kemp guarantees to the Natives in the deed of sale executed by them "that their places of residence and plantations are to be left for their use and the use of their children," and provides further that other additional reserves to be determined on by the Government should also be set apart for the same purpose; to the first class of reserves therefore they are strictly and literally entitled. But as it is desirable to avoid the difficulties which must certainly arise in laying out the lands for settlers from the existence of innumerable small and irregularly-shaped reserves dotted all over the country, or from their occupying important points upon harbours, it will be desirable that you should use your influence to induce the Natives to take their reserves in as few localities as possible, in as limited a

number of reserves in each locality as you can persuade them to agree to, and in as regular shaped blocks as circumstances will admit of. Much may be done towards accomplishing this by inducing the Natives of very small settlements to unite in taking their reserves at one locality, and by getting them to consent to give up the smaller patches of cultivations in exchange for additional land nearer the larger ones, a liberal provision being made both for their present and future wants, and due regard shown to secure their interests and meet their wishes. Secondly: To ascertain the number and names of all the Native settlements within the block purchased, the number of Natives (of all ages) resident at each, the hapu to which they belong, the name of the person whom they acknowledge as their principal chief, and the names of the principal or most influential men in each settlement. This might be perhaps given in a tabular form. Thirdly: To notify to all the tribes in passing that the second instalment of £500 will become due and be paid on the 12th December at Akaroa, to which place each must send its representative or inform you who among the Natives at Akaroa or Otakou is authorised to represent them. It is most desirable that the third and fourth instalments (also of £500 each) should be paid only at intervals of a year from the one immediately preceding, so that the third would be due on the 12th December, 1849, and the fourth on the 12th December, 1850. This arrangement you will announce to the Natives as having been directed by the Lieutenant-Governor. It would be useful, also, if you could ascertain in what proportions the first instalment of £500 paid by Mr. Kemp to two individuals was afterwards subdivided amongst the others, and what hapus or kaingas received a share. Fourthly: It will be necessary to have a new deed executed *by the Natives* conveying the lands to Her Majesty and her successors, instead of Colonel Wakefield or the directors of the New Zealand Company (which was the form adopted by Mr. Kemp), and the Natives should be informed of this, and an explanation given of the reason of the change. The Crown Solicitor will furnish you with the proper form, which can then be filled up so as to meet the requirements of the case. Fifthly: At each locality where reserves are set apart for the Natives, the principal chief of the place must have a plan given to him showing the position, shape, and size of such reserves signed by yourself; and all these separate reserves must be distinctly shown on the general map of the district to be attached to the new deed. Sixthly: Upon your reaching Otakou you are authorised to provide, at the expense of Government, passages to Akaroa for yourself and such of the Otakou chiefs as you may consider it desirable should be present at the payment of the second instalment, or if no opportunity should occur to Akaroa, then to Wellington; but in this case as *few Natives as possible* should be taken. The Government will take measures either for your being met at Akaroa before the second instalment becomes due or they will arrange that the requisite funds should be sent in time to enable you to make that payment. Seventhly: It is of paramount importance in making the payment of the second instalment that you should not hand over the sum to any one or two individuals, as was done with regard to the first, leaving them afterwards to subdivide or appropriate the amounts as they might choose; but, on the contrary, it will be your duty to consider carefully and weigh maturely the relative rights or interests of the various claimants, and then yourself to subdivide the whole amount, to be paid into as many portions as there are hapus or kaingas entitled to receive, giving to each that proportion which their numbers, importance, rights, or other circumstances may lead you to believe to be fairly and legitimately their due out of the whole amount; these portions, when determined, should be delivered to the principal Native belonging to the settlements for which they are respectively intended, and upon them will devolve afterwards the task of appropriating it among their own people.

Within the limits of the district to which your present mission relates are two claims to land which have been recognised as valid by the Government. These are: (1) That of the French company at Akaroa, and (2) that of Mr. Jones at Waikouaiti. In both cases, however, it will be your duty to see that suitable and sufficient reserves are set apart for the Natives, the boundaries distinctly marked on the ground, and plans of the same given to them. This being first done, the lands to which the French company or Mr. Jones may be respectively entitled must then be shown on the map in some distinct and separate manner, and must *not* be included in the purchase, the Natives being given to understand most clearly that, though it is our duty to see that proper and adequate reserves are set apart for them out of all lands sold, we acknowledge and respect the rights of the parties referred to, and are not entering upon any arrangements to their prejudice. The amount of the French company's claim, as admitted by the Natives, is said to be shown in the map accompanying the deed signed in June, and herewith forwarded to you; but the published statements relative to it in the blue-books will afford you, perhaps, more authentic information. With regard to Mr. Jones's claim at Waikouaiti, I need only remark that, after you have set apart such reserves as you may deem suitable and sufficient for the Natives, that gentleman is to be allowed to select the quantity of land to which he is entitled wherever he may choose in the vicinity, and in as many separate blocks as he may please, *not exceeding three*, and the aggregate amount of acres of which shall not be greater than he is authorised to retain. It will be requisite that these blocks should be defined and shown, as otherwise a difficulty would occur in executing a grant of the district to the New Zealand Company, in consequence of uncertain and indefinite reserves to be kept for Mr. Jones. Should any unforeseen difficulties arise, not anticipated or provided for, the Lieutenant-Governor feels assured he may with confidence commit to you a discretionary power to act as upon a mature consideration of all the circumstances you may deem best, requesting only that on such occasions you will keep in view the objects and intentions of your mission, and endeavour to adhere as nearly as you can to the general principles laid down for your guidance. One other point the Lieutenant-Governor would earnestly press upon your attention, and that is the great necessity of exercising the most indefatigable perseverance in all inquiries or discussions with the Natives, both in ascertaining their respective rights and interests, and in winning them to acquiesce in such arrangements as you may consider most just and best. It will be also requisite that you keep a journal relative to your proceedings; and the Lieutenant-Governor wishes it to be

as comprehensive as possible, feeling assured that you will be able to collect much valuable information relative to the character of the country, vegetation, rivers, harbours, timber, Native inhabitants, &c., &c., in a country comparatively so little known.

I have only to add that the Lieutenant-Governor desires you will lose no opportunity of communicating with him from time to time should such offer after you have once started on your mission.

W. Mantell, Esq., &c.

I have, &c.,

W. GISBORNE, Private Secretary.

No. 7.—DESPATCH from His Excellency Governor GREY to the Right Hon. Earl GREY.

MY LORD,—

Government House, Auckland, 10th February, 1849.

In reference to my Despatch No. 80 of the 20th August last, reporting the arrangements I had directed to be carried out for the extinction of the Native title to the tract of land in the Middle Island, lying between the block of land purchased for the Nelson settlement and the block purchased for the Otago settlement, I have now the honour to state that, although official information has not yet reached me regarding the final adjustment of those details of this purchase which relate to the survey, and defining the reserves kept for the use of the Natives, yet I have received information which I believe to be authentic, that the whole of these details have now been conclusively and satisfactorily adjusted, so that the land question, in as far as nearly the whole of the Middle Island is concerned, has been set at rest; and, with respect to that portion of the Middle Island which is not yet purchased, I will take care that at the earliest possible period arrangements are made for the final settlement of the Native claims in relation to that tract of country, as well as of those which are connected with Stewart Island.

I think it will be a source of great satisfaction to your Lordship to find that so large a tract of country of the most fertile description is thus unrestrictedly open to British enterprise, without any possibility of any of those embarrassing questions arising in relation to it between the European and Native population in reference to titles to land, which have been a source of such loss and embarrassment to the settlers in the North Island.

The Right Hon. Earl Grey.

I have, &c.,

G. GREY.

No. 8.—MR. MANTELL to the Hon. the COLONIAL SECRETARY.

SIR,—

Wellington, 30th January, 1849.

I do myself the honour to transmit to you, for the information of His Excellency the Lieutenant-Governor, the following report of my mission to New Munster as Commissioner for extinguishing the Native claims on the block of land there purchased by Mr. Commissioner Kemp.

Having left Akaroa on the 15th August ultimo, I proceeded down the Peninsula to the northern part of the plain, and reached the boundary, Kaiapoi, on the 1st September. The Natives (Kaituauriri) who had accompanied me had meantime retarded and embarrassed me to the utmost of their power. At the old pa at Kaiapoi I listened to many speeches from the Natives actually residing on the plain, complaints that they had received no portion of the last payment. They also continued to assert obstinately, as they had previously done at Akaroa, that the land between Waimakariri and Kaiapoi had not been sold by them, and that they were resolved to retain it.

On the afternoon of the 2nd September, the meantime having been spent in this mission, I commenced laying out the Tuahiwi Reserve, all the Natives present agreeing to the limits as I described them. On Monday the survey was continued, but closed early in consequence of the misconduct of a young man named Metehau, who afterwards returned to the camp, set fire to our hut, and was about to attack me with a tomahawk when he was stopped by the Natives. At day-break the next morning he left for the Peninsula, and the survey concluded on the 7th. Having left a rough plan with Aperahama te Aika, at Rua Taniwha, we returned to Waimakariri, and set out a reserve (No. 2) of about five acres, a plan of which we gave to Tainui. I further promised the Natives that the old pa, Kaiapoi, should be reserved by the Government, so that neither Native nor European might dwell there. It is about four acres in extent and unsurveyed. Leaving plans of the reserves (copies of which I enclose) 1 and 2 at Port Levy with Horomona Iwikau, to be delivered to Paora Tau on his return from Wellington, I reached Akaroa on the 15th September.

Kaiapoi, prior to its destruction by the Ngatitea and their allies, having been the head-quarters of the Ngaitahu, and the source from which issued successively the war-parties which, proceeding through the Island, virtually exterminated the Ngatimamoe, the land around it has been densely populated, and the proprietorship is more minutely divided than in any other place which came within the sphere of my operations. Now, however, there are, including the Kaikanu census, not more than forty resident Natives between Kaiapoi and the Waikirikiri. Most of the Natives resident at Port Levy and other places on the Peninsula belong to but do not occupy the district. These, and, at their request, those living at Moeraki and Murihiku, I considered in making the Tuahiwi Reserve. The principal men appear to be Paora Tau, of Port Levy, and John Tikao, of Akaroa; the latter, however, of questionable rank, but raised into notice by a little knowledge of the English language, and a great amount of audacity towards Europeans.

Having completed my preparations I set out southward, and reached the small wretched settlement of Te Taumutu on the 23rd September, passing Wairewa, a small *kaika* within the French claim. Here I had very little difficulty, Taiaroa and Maopo, the principal men of the place, having secured a share of the payment at the last distribution. Accordingly, after taking the census, I set apart the reserves (6 and 4) in the accompanying map, one or two gardens beyond the limits to be abandoned. I cannot here omit to mention that Maopo's house, court-yard, and gardens were distinguished by great cleanliness and neatness, and that he conducted himself extremely well. Tiaki Tai, another leading man, was, with his family, absent on a visit to the south.

On the 30th September we left Te Taumutu, and on the 5th October reached the settlement of Waiteruati on the Rakipawa, having travelled with Tarawata, the principal man among the resident Natives. At the last payment Tarawata and his father, Te Rehe, received £20 between them, and this appears to have been the only sum received by the resident Natives here. He complained much of Horomona Pohio, whom he accused of having appropriated an undue share of the payment for this place. During the progress of the surveys of the three reserves at this place, of which I enclose a plan, Tarawata's influence appeared unquestionably predominant. He is a man of great determination, and, when roused, of ungovernable temper, but conducted himself throughout my intercourse with him in the best manner. He much wished me to reserve for him a spot inland of Timaru, where he said was a cliff of coal; but, as he refused to accompany me to the place, I was compelled to confirm my already expressed refusal to do so.

Hence, in company with Tarawata and Taiaroa, who overtook us at Waiteruati, we went on to Timaru, and, after a day's detention by bad weather, surveyed the reserve at Caroline Bay. As there is no water here in summer save in a hole called Pounihine,¹ I guaranteed to the Natives the right to fetch water thence in common with Europeans.

The plans of this and the Umukaha Reserves are lodged with Tarawata. The boundaries claimed by the Umukaha people are from Hakatire to Makikihi, south of Timaru. The former is undisputed, but the southern part, to the lagoon Puarau (near to Umukaha), is claimed by Horomona Pohio and John Topi. I have myself, after carefully weighing the conflicting evidence, placed Tarawata's boundary at, that is to include, Motumotu whaling-station, leaving the waste lands beyond to be included in the Waitaki payment.

On the 20th October we took leave of Tarawata, and with Taiaroa resumed our journey south, and on the 23rd reached Te Kapa's *kaika*, Tauhinea, near the north bank of the Waitaki. This *kaika* consisted of two huts, a *wata*, and a grave. The Natives were all absent, not having returned from Waikouaiti, whither they had gone with a *hakiri*. We had depended on replenishing here our stock of food, but found none. I therefore the next morning sent the party inland to make Mokihi's, opposite to a *kaika*, about six miles distant, which some men sent to explore had discovered over night, and remained while Mr. Wills set out a small reserve round Tuahinu, including the huts and cultivation. This I did to avoid, if possible, the necessity of recrossing the river. Rejoining the party, we safely passed the stream on a *mokihi*, found the opposite *kaika* deserted, and no provisions but two baskets of potatoes. As Huruhuru, the chief of Waitaki, was expected daily, I remained here a day, and then proceeded about thirty miles south, to Mr. Suistead's station at Otepopo, where, having sent an express to the Natives, I remained until the 3rd November, when Horomona Pohio came as representative of Huruhuru, detained at Waikouaiti by influenza. With him and several Natives, some belonging to Waitaki, I returned thither, and reached Te Punaomaru on the 7th. The next day we set out the reserve at that place, of which I enclose the plan, and on the next I also reserved for the Natives the wood on the west bank of the Waikoura, on a precipitous gully, of which I did not deem a survey necessary. To Te Waikorari and Rani-tawine, who, with their families, live thirty-six miles inland, at Te Hakataramea, I promised a reserve should hereafter be made there for them; cautioning them gradually to concentrate their gardens round their *kaika*, and permitting them for the present to continue to use those *maras* which they stated they had on the way thither. The plans of the above reserves I gave to Huruhuru at Waikouaiti. So far as I could learn, the Natives living on the Waitangi received no share of the last payment, Horomona Pohio having taken what little was allotted to that place.

On the 10th we reached Kakanui, where I reserved the land mapped in the accompanying plan. The head man there, Rawiri te Mamaru, who has the Native plan, is a quiet and well-conducted Native.

On the 14th November we reached Moeraki, and found there Paitu, one of the owners of the place, who had come in consequence of my letter. He expressed himself much hurt at having received no acknowledgment for his land, none of the last payment having reached the right owners at Moeraki. He further wished the reserve to include all the valuable part of the beach, and all the Europeans' houses and cultivations. As, however, he is a quiet and rather well-disposed Native, with much of the chief about him, I succeeded in bringing him round to my views; and on the 21st Mr. Wills furnished the survey of the reserve (No. 12), of which I enclose the plan. As this reserve contains no timber fit for sawing, I went the next day to a wood called Te Kuri, a few miles north of Moeraki, where we set off ten acres of timber for the Natives, the land to remain the property of the Government.

Very few of the Natives occupying Moeraki belong to this place, the major part having come from Kaiapoi and the Waipara country. They appear to be dying off very fast, which may perhaps be attributable to the stagnant pool which in winter collects in their pa, and to the want of fresh water, there being none within a mile or two of the *kaika*. From one of them, the Wesleyan teacher and principal man of the place, Matiaha Tiramorehu, I received the greatest support and assistance. Their cultivations are very extensive and very well managed. On my offering them their choice, whether to remain or go to the Kaiapoi Reserve, they preferred to stay, as they had buried many of their relations at Moeraki. The plan of this and of Kuri timber-reserve are with Matiaha. My own copy I enclose.

Leaving Mr. Wills at Moeraki to complete the maps, I set out on the 23rd for Otago, to endeavour to procure Colonel Godfrey's reports; but, failing to obtain them, I returned to Waikouaiti, which I reached on the 28th, having, while at Otago, despatched a boat to Ruapuke for John Topi and Kihau.

The next day I took the census, which I enclose, and the following day visited the cultivations,

¹ This spring is now dried up.

which were as inferior to those of Moeraki as the houses to those of the same place. The next day I set out with the Natives to arrange such a line round the Europeans' houses and gardens as might, if possible, include them all, without interfering with the Native cultivations. Finding them in some places so intermixed that this was impracticable, I resolved to omit some, if I could thereby obtain a more regular boundary. The Natives, however, declared that nothing but Mr. J. Jones's house and garden should be excluded from the reserve, and that all the rest must be left for them.

I tried an experimental line with flax-stalks, leaving out many white men's cultivations, but not in the slightest degree interfering with those of the Natives. On its reaching a rise above Mr. Jones's paddock, Kahati became furious, and Horomona and Haereroa (Tommy Roundhead) sullenly silent. As they would not listen to reason, I adjourned the affair till the next day, begging them to consider well in the meantime. The next day at daybreak the whole population went off to cultivate, and would not attend to business. This was a plan of Horomona to prevent me from completing my arrangements with them. As the mission-station is close to the pa, I asked the missionary, Mr. Creed, whether he would prefer that it should be included in or left out of the Native reserve; he begged me, if possible, to include it in the reserve.

On Monday the 4th we commenced by running a line across the neck of Island Point, and then, with the Natives, proceeded to mark off that part of the river-frontage uncoloured in the accompanying plan. This done, I led the Natives to the spot where our Friday's conference ended, and asked them if they were or were not prepared to consent to my boundary there. They replied that their wish to expel the Europeans was unchanged. I then told them that, as I could not be a party to what appeared to me so unjust, I should leave the question of the extent of land to be at this place cut out of the reserve to be decided by His Excellency the Lieutenant-Governor, and that I would now point out the extreme limits of the reserve. These had been sketched on the maps by Mr. Wills; and, after I had carefully explained them, we set out for Green Point (Te Awakaihaia) with Kahuti and Rawiri te Mamaru, whom the Natives deputed to attend us. Here we marked distinctly and firmly the beginning and direction of the boundary-line.

The next morning we went inland and laid out the inner line. Solomon Pohio and the rest pretended to be much excited at the direction of this; but, as I was aware that their dissatisfaction was merely feigned, and well knew that the slightest concession would only increase their demands, I adhered to the line I had proposed.

On the next day, Wednesday, 6th December, Mr. John Jones made his selection of 2,560 acres in three blocks. Having approved of his selections, they were marked and certified to by Mr. Wills on Mr. Jones's plan, which I signed and returned to him. A copy of this I enclose.

On the morning of the 7th I explained to the Natives the reserve map, and delivered it to Haereroa; and the same afternoon reached Pura'kaunui by sea, and took the census.

The Waikouaiti Natives, throughout my negotiations with them, showed a sullen determination to oppose the settlement of Europeans near them. Korako, the principal man, is now too aged to exert himself much, and Haereroa behaved with a gloomy civility, not often interfering actively in the proceedings. The principal leaders, therefore, were Horomona Pohio and Kāhuti, the latter an excitable mercurial man, scarcely able to view anything seriously, the former one of the most sullen evil-disposed Natives I have met with, reminding me much of John Tikao, though, from his youth, less audaciously insolent. I must own, however, that throughout the transactions they seemed to be advocating not so much their own views as those of some person by whom they were influenced. So unnecessary to them is the piece of land reserved for His Excellency's decision that I must earnestly recommend that it be omitted from the reserve.

Huruhuru, a fine old man whom I met at Waikouaiti, deputed Horomona Pohio to receive the Waitangi payment. The latter not wishing to go to Akaroa, Kahuti and Rawiri te Mamaru were appointed by him and the other Waikouaiti Natives to accompany me.

At Purakanui I had no difficulty. In company with Noa Paka, the principal young man there, we laid off the reserves in the accompanying map, a plan of which was given to him; and reached Otago on the 9th December, where I remained until the 21st. On the 12th John Topi and John Kihau arrived from Ruapuke in a fine sealing-boat. I gave them, on behalf of the Government, some provisions, and sent them on to the Maori *kaika* at the Heads. A few days afterwards I visited that place to hear and adjust a land dispute between Taiaroa and the southern Natives, and to make out the list of those who should accompany me to Akaroa. After waiting there two or three hours Taiaroa, Kaikoariri, and Potiki arrived perfectly drunk, the former threatening to kill me unless I at once left the *kaika*. On my return to Port Chalmers I wrote on the subject to the Sub-Inspector of Police, requesting him to endeavour to ascertain and prosecute the person who had supplied the spirits to the Natives.

On the 21st December, having arranged with the agents of the schooner "Dolphin" for passages for myself and fourteen Natives, I embarked for Akaroa, and reached that place on the 23rd. On inquiring of the Resident Magistrate, I was informed that the money for the second instalment, payable on the 12th December, had not arrived. Accordingly, on the 26th, I permitted the Natives to disperse to the various settlements on the Peninsula to await the daily-expected arrival of the funds for distribution. I here received from the Resident Magistrate a communication from His Excellency the Lieutenant-Governor, dated the 6th October, 1848, altering in some points the instructions on which I had been acting.

As the time wore on the Natives, tired of waiting so long away from their homes, repeatedly urged me to dismiss them. I at length agreed that, should the money not reach me before the 12th January, I would, if they wished it, let them leave on that day, and request the Lieutenant-Governor to suspend the payment of this instalment till June, 1849, or even until December following, so that the sum might be larger; and, further, ask His Excellency to allow the portion due to

the proprietors of the southern part of the block to be distributed at Otago—a place more central to the whole than Akaroa.

The schooner "Harlequin" arriving on the 13th January rendered it unnecessary to carry out the first part of the above arrangement, as I learned from the master that the money was to have been brought by him. On the 17th I had the honour to receive your letters announcing the issue of £500 to the Sub-Treasurer at Akaroa, and I was informed by him of its safe arrival.

I immediately sent off an express to summon the Natives, and on the 20th sufficient were assembled to discuss and settle sundry disputed claims to land in the southern portion of the block. Having fixed Monday the 22nd for hearing what the Kaiapoi Natives might wish to say, and the evening of the same day for the payments, I early on that day reopened the business. The Ngaituhauriri (Kaiapoi), headed by John Tikao, behaved with their usual insolence. At this I was not surprised, having always found it the case with Natives among whom there is any considerable proportion of returned slaves. I took an early opportunity of informing them that, in justice to the other claimants, and in obedience to my instructions to make what I might deem a fair and just division of the money, I could not allot to them so disproportionately large a share as they, taking advantage of the Commissioner's ignorance of the comparative extent of their claims, had secured at the last distribution. On their requesting the information, I told them I had fixed the amount for them at £70, and that for Te Taumutu at £60. On this they indulged in a series of most excited speeches, urged on by their ringleader, John Tikao, aided by a war speech from Taiaroa, in which he called on them not to mind Queen or Governor, but, like the northern Natives, to fight for the land. Immediately after he came to me in private and begged me to attach no importance to what he had said, and offered, if I would add £40 to the £60 for Taumutu, to make the whole affair run smoothly.

I should state here that I had, immediately on my arrival, secured the cordial assistance of the Resident Magistrate to prevent the sale of intoxicating liquor to the Natives. I have been credibly informed that after the last distribution there were at one publichouse two men constantly employed from morning till night in serving the Natives with spirits. Had the Natives now had the free use of ardent liquor the consequences might have been deplorable.

Finding that the Kaiapoi Natives insisted on claiming the same amount as they had received from Mr. Kemp (£250) I proposed to distribute the payment to the representatives of other places, but was immediately told by Tikao, Te Uki, Kaokao, and the rest, that if I did so they would attack the southern Natives. The next day the latter, one after another, came forward and requested me to give them the amount due to them; but, as the turbulent part remained in the same resolve as the day before, and it was very clear that a disturbance must ensue if I persisted in making a partial payment, I abandoned the idea, and in the afternoon arranged with the well-disposed men that they should remain at Akaroa until the Lieutenant-Governor's decision on the question should be known, while I, taking with me John Topi of the southern, and Matiaha Tiramorehu of the northern Natives, would at once set out for Wellington.

Before leaving I requested the Resident Magistrate to supply provisions to the Natives who had accompanied me from Otago, pointing out the necessity of a second supply should an unexpected long interval occur before the receipt of His Excellency's decision.

The next morning (24th January) I left Akaroa and reached Pigeon Bay. Here a north-east gale detained us the rest of the day, as my intention was, if possible, to overtake the cutter "Fly," which I could not hope to do by land. A southerly gale having sprung up in the night, we embarked next morning in a whale-boat, and, after a rapid though dangerous run, came up with the "Fly" at the heads of Port Cooper, under weigh for Wellington. Mr. Fox, the principal agent of the New Zealand Company, having politely consented to receive us on board, we embarked, and reached Wellington on Saturday morning, the 27th January ultimo, when I had the honour, through the Private Secretary, of reporting my return. Had I awaited at Akaroa the opportunity of returning I might have been detained more than two months.

I enclose for more easy reference a tabular arrangement of the population, reserves, and payments, which I hope will be found sufficiently clear.

I must, in accordance with my promise to the Natives, prefer their request that the June and December instalments be paid together in December next. According to the present arrangement, the sum for division is so small that no individual can hope by fair means to obtain sufficient to invest in any way likely to be of permanent use to him. I would also strongly recommend that Mr. Commissioner Kemp's proposition to pay part of each instalment in Otago and part in Akaroa be carried out, from Timaru northward at the latter, and from the same place southward at the former.

My confidence in the justice of my proposed partition of the instalments is unshaken by the dishonest clamour of Tikao and the Ngaituhauriri, and I cannot conscientiously recommend any deviation from it; nay more, I am convinced that such deviation would tend to render inevitable those disturbances which, should my decision appear just to His Excellency the Lieutenant-Governor, a firm support of it would render impossible.

I transmit herewith certain letters intrusted to me, and belonging to the department of the Private Secretary. I would request you to do me the honour of returning them to the proper office.

My mission is now ended; but, in submitting to the Lieutenant-Governor this account of my fulfilment of the duty intrusted to me, I would beg you to express to His Excellency my thanks for this honour conferred upon me by the appointment, and my high sense of the confidence reposed in me; and I cannot conclude without adverting to the untiring zeal and unwearied energy of the surveyor who accompanied the expedition, my late fellow-traveller Mr. Wills; and I would beg to be permitted to record here my thanks to that gentleman for the cordial support and valuable assistance which I have invariably received from him through all the difficulties and privations which we encountered.

I have, &c.,

The Hon. the Colonial Secretary.

WALTER MANTELL,
Commissioner for Extinguishing Native Claims.

No. 9.—His Excellency Lieut.-Governor EYRE to Mr. W. Fox.

SIR,—

Government House, Wellington, 26th February, 1849.

Adverting to my letter to the late Colonel Wakefield, of the 1st August, 1848, in which I gave a brief outline of the general steps I proposed taking (in accordance with the wish expressed by him in the communication of the 24th June, 1848) to complete the adjustment of those points connected with the purchase of land in the Middle Island which had been left indefinite or incomplete by Mr. Kemp, I have now the honour to inform you that those steps have been carried out, and that the Commissioner who was appointed by the Government for the purpose (Mr. Mantell) has returned to Wellington, after crossing overland the whole eastern boundary of the purchase, and setting apart and defining such reserves as he considered necessary for the present and future wants of the Natives, upon seeing and consulting with them on the spot. I beg to enclose copies of all the correspondence and the documents relative to Mr. Mantell's mission, commencing with the instructions given to him for his guidance, and bearing date the 2nd August, 1848, but which were somewhat modified in one or two particulars by direction of His Excellency the Governor-in-Chief, bearing date the 4th October, 1848, each comprising all Mr. Mantell's letters and reports, and finally closing with the Colonial Secretary's letter of the 13th February, 1849, directing Mr. Mantell to carry out and complete the payment of the second instalment, as recommended in his final report of the 13th February, 1849.

The instructions and reports will so fully put you in possession of the views entertained by the Government, and of the manner in which Mr. Mantell endeavoured to carry out these views, that it is unnecessary for me to enter further into details now. I cannot, however, dismiss the subject without recording the high opinion I entertain of the very careful and zealous manner in which Mr. Mantell has discharged the difficult and laborious task assigned to him, and of the very able and cordial assistance and co-operation afforded to him by Mr. Wills.

W. Fox, Esq.

I have, &c.,

E. EYRE.

No. 10.—W. MANTELL, Esq., to Her Majesty's PRINCIPAL SECRETARY of STATE.

SIR,—

London, 5th July, 1856.

I do myself the honour of laying before you the following statement relative to the non-fulfilment by Her Majesty's Colonial Government of the promises which I was authorised to make to the Ngaitahu Natives in order to induce them to cede certain of their lands to Her Majesty in return for an almost nominal money-payment, and by their faith in which promises lands were obtained by me for the Crown.

In first bringing the subject before you, I will endeavour to state the case as briefly as possible, ready, however, and desirous to afford such further information as may be deemed necessary.

Since August, 1848, I have been employed as Commissioner for the acquisition for the Crown of Native lands in the Middle Island of New Zealand (Provinces of Canterbury and Otago).

The enclosed map shows the extent so acquired by me.

By promise of more valuable recompense in schools, in hospitals for their sick, and in constant solicitude for their welfare and general protection on the part of the Imperial Government, I procured the cession of these lands for small cash-payments.

The Colonial Government has neglected to fulfil these promises, and appears to wish to devolve the responsibility on the General Assembly.

This would not be just, and is fortunately impossible. It may be true that the Crown lands have been ceded to that body, or even to the Provincial Government, but the promises of the Crown to the Natives can now only be fulfilled by the Imperial Government, it not having retained sufficient influence in the Legislature of the colony to insure due provision being made by its means for the welfare of the Natives. The Natives are now utterly unrepresented in the General Assembly; they are in respect of their original lands denied the franchise, which they would exercise with at least equal judgment with the whites, while among the latter the suffrage is practically universal.

I have said that the Government has neglected to fulfil its promises to the Ngaitahu. I am aware that to build and endow schools in the Province of Otago £200 was given, and £50 for hospital expenses. Such inadequate sums as these do not affect my statement.

No officer is charged to look after the interests of the southern tribes; indeed, the duties of the only Native Department (excepting the nominal Department of Native Secretary) maintained in the Islands (the Native Land Purchase Department), consisting principally in the acquisition of Maori lands at the lowest possible price, are, in practice, as I am prepared to show, highly prejudicial to the best interests of the Natives.

Nor can the Ngaitahu rely on the bench of Magistrates for protection when so strange additions are made to the Commission of the Peace by Her Majesty's representative that I almost hesitate to record them. One instance may be mentioned as not likely to come to your knowledge from other sources. A man under heavy sureties to keep the peace for a severe assault on a clergyman was, while so under bond, although ignorant and illiterate, and notorious for his violent conduct, gazetted as a Magistrate.

With reference to the promised schools, I enclose the reply of the Governor to an application on behalf of the only Native school in the South—a school not maintained by the Government, but by a mission society in Germany, and the head of which, small as are the means at his disposal, has done, and is still doing, wonders for the good of the southern Natives.

In the transfer to the local Legislature of the land in respect of which the unfulfilled promises were made, the Natives were not a consenting party. It is therefore not in the power of the Government to declare that, having divested itself of those lands, the former owners must look to the present managers for the completion of the contract. Nor has the contract been an unprofitable one to the Europeans.

I have myself acquired from the Natives about thirty million acres, which could not have been worth less than two million sterling. For this the Natives received about £5,000 and the repudiated promises which form the subject of this letter. This sum has long since been repaid to the Treasury by sales and rents of a minute fraction of the sixteen million acres under my management as Commissioner of Crown Lands.

The Natives' proportion of 15 per cent. on all proceeds of land sales, if it have been set apart from those of southern sales, has been misapplied. On this account at least £5,000 seems to have been due in 1854; but barely a tenth of this amount has been allotted to the Ngaitahu, although they have, through my agency, ceded to Her Majesty a far larger extent of land than has ever been or will ever be so ceded by all other tribes together.

I am aware that there exists in the colony an opinion that if this and similar questions can be shelved for a period the Natives will, by their extinction, relieve the Government from the fulfilment of its engagements. But, apart from such aids to extermination as peculiarities in Government may hereafter afford, I rejoice to see no grounds for this opinion. Were such a result probable, or even certain, I cannot perceive the honour or the justice of adopting on such a hope such a mode of evading the honest fulfilment of the terms of a bargain.

While such neglect is shown towards tribes numerically weak, the policy of Government towards those strong enough to be feared is very different. In short, the contemptuous indifference evinced towards the unquestionable rights of those who are powerless is more than counterbalanced by the imbecile timidity which marks the conduct of the authorities toward the powerful. The Ngaitahu and Ngatimamoe are perhaps the only objects of the former policy; and I trust that Her Majesty's Government will take such steps as will relieve me from the painful position of having been the channel of promises which have been, at least, forgotten, and secure my Native clients in the possession of the advantages which have been so long withheld from them.

It is at the request of the chief and subordinate chiefs of the united tribes that I make this application to you, for in the local Government they have long ceased to repose confidence. It is fortunately a subject on which reference to the colony is quite unnecessary. The negotiations have been conducted and concluded by me, to whom also all Ngaitahu questions were invariably referred, and in my absence there is not an officer of the Government competent to give an opinion on matters so vitally affecting the Ngaitahu Tribes.

I have striven to avoid details, but am not unprepared to illustrate what I have said by facts which have come under my own observation. I have not even referred to the purchase of Ngaitahu lands from stronger tribes, nor to many other points connected with the subject of this communication.

I regret that your refusal to grant me an interview should have imposed on me the painful duty of forwarding this communication.

I have, &c.,

WALTER MANTELL,

Commissioner for the Extinguishment of Native Claims.

Her Majesty's Principal Secretary of State, &c.

No. 11.—W. MANTELL, Esq., to Under-Secretary MERIVALE.

SIR,—

London, 31st July, 1856.

With much regret I perceive that you have misconceived the object of the letter which I had the honour to address to you on the 5th ultimo, relative to the claims of the Middle Island tribes.

Desiring no compensation or satisfaction for any injustice to which I may personally have been subjected by Her Majesty's representatives in New Zealand, I should not, did I wish to prefer charges against the local Government, address them to Her Majesty's Principal Secretary of State for the Colonies. But, in requesting your attention to the equitable claims of Natives, it was, I submit, not unnecessary to advert to the conduct of the Government toward them, and to show how small was the prospect that a sufficient remedy could be obtained from that quarter without express instructions from a higher authority. If I have failed to make this clear to you I must, however reluctantly, resume the irksome task of recording the peculiarities of the administration of the late Government of the colony. But if, on the contrary, I have already said more than was necessary to your conviction I beg to withdraw whatever may seem unrequired by the object I have now in view, on the understanding that such withdrawal is not in the least degree to be regarded as an admission of incorrectness in the statements I have made.

1. In answer to the first question, to which a reply was required by the Right Hon. Mr. Secretary Labouchere, I have the honour to inform you that in my written instructions no specific authority is given, and that it was not only unnecessary, but even inexpedient, that such specific authority should have been inserted is, I conceive, sufficiently clear. So long as a feeling of confidence in the Government could be maintained in the Natives' minds without written stipulations of the kind referred to it seemed to me—and I had no reason to believe that my immediate superiors differed from me on the point—that the record in those documents of such class provision for the aboriginal race, and the legal right to it which such record would, when acted upon, confer, might tend to perpetuate a distinction between the races, which, at the time that these purchases of land were made by me, it seemed to be the desire of the Imperial Government to abrogate. Had I myself been justified in entertaining any fear that the Government would fail in fulfilling promises (verbally given on authority; only verbal for reasons which I considered valid) I should not have hesitated to insert them in the text of those deeds of cession which I drew. But Sir George Grey, during whose Government all of my purchases were made, seldom, to the best of my recollection, refused any reasonable request on behalf of these Natives, nor had I ground for believing that his successor would be less just.

I have received three sets of instructions to purchase lands, of which the last two refer for details to the first, which contains nothing more definite on the point now under comment than directions to induce the Natives to accede to my views, or to get or win their consent. But Lieut.-Governor Eyre, who directed those (the first) instructions to be written, impressed upon me the propriety of placing before the Natives the prospect of the great future advantages which the cession of their lands would bring them in schools, hospitals, and the paternal care of Her Majesty's Government; and, as I have before said, I found these promises of great use in my endeavours to break down their strong and most justifiable opposition to my first commission, and in facilitating the acquisition of my later purchases, adding to the Crown lands an area nearly as large as England. I am not unaware of the comparative facility with which the majority of the Natives might be induced to abandon all hope of these prospective advantages, especially as the long time which has elapsed without their realisation has probably nearly obliterated the remembrance of that hope; but I much doubt whether any officer of the Land Purchase Department would willingly undertake a duty of this kind. The Ngaitahu right in this matter, though perhaps not according to our law a legal one, cannot, I conceive, be denied to exist.

2. In reply to your second question, I have the honour to state that I brought the subject under the notice of Colonel Wynyard, at Auckland, on the 19th May, 1855, at an interview which His Excellency accorded, to enable me to avoid a correspondence, and at which, by his direction, the Native Secretary was present. On this occasion I brought under Colonel Wynyard's notice many facts with which I have not troubled you. His Excellency gave to my remarks the most polite attention, but none but the most unsatisfactory replies. I therefore, in the belief that I should there find both inclination and power to aid my Maori friends, resolved to bring the main question before the Secretary of State for the Colonies.

I shall do myself the honour of addressing to you a separate communication, relative to the last paragraph of your letter of the 21st instant. It only remains for me to advert to that portion of it in which you speak of a reference to the local authorities, and as those authorities will, before your reference can be made, consist of persons totally different from those whose proceedings in this matter it has been my duty to note, to suggest a reference to the highest local authority, to which I sincerely trust you will see no objection.

As this claim is, so far as I am capable of judging, of so purely equitable a nature that it could never be brought into a Court of law, it has occurred to me that possibly, if requested by you to do so, his Honour Mr. Justice Martin might undertake the adjustment of the matter. Her Majesty's Government would, by the adoption of this course, obtain the best possible opinion, and I should feel that I had conscientiously discharged my duty to the Ngaitahu in leaving their case to the decision of a gentleman so universally and deservedly respected.

Under-Secretary Merivale.

I have, &c.,
WALTER MANTELL.

No. 12.—H. MERIVALE, Esq., to W. MANTELL, Esq.

SIR,—

Downing Street, 11th August, 1856.

I am directed by Mr. Secretary Labouchere to acknowledge your three letters, just received, of the 31st ultimo, and first of this month, on the subject of the transaction with the Ngaitahu Natives, and of your own position with reference to them, and to answer them together, as the subjects are necessarily connected.

2. It is quite impossible for Mr. Labouchere to discuss the questions raised as to these Natives, or even to form any distinct view of the position of Her Majesty's Government in relation to them, unless prior reference be had to the local Government. You appear to misconceive the functions of this department in endeavouring to obtain its judgment without that reference, or by the aid of other information. Mr. Labouchere must altogether decline calling in the assistance of Mr. Justice Martin, whose official duties (distinguished as his character may be, and highly useful as he has rendered himself through the interest which he has taken in the affairs of the Maori race) have nothing whatever to do with the questions which you have yourself thought proper to raise between your own department and the local Government. It would be not merely irregular in form, but highly prejudicial to the public service in substance, were acts of the local Government, Central or Provincial, questioned, much more overruled, by the Secretary of State, unless on prior and full communication with that Government.

3. The whole of this correspondence will therefore be transmitted to the Governor of New Zealand for such explanation or such other steps as he may think proper.

4. With respect to your own conduct in these transactions, it is with regret that Mr. Labouchere sees that you avow yourself at last compelled "to inform him that you acted without instructions in the matter of your purchase from the Ngaitahu." Surely so important a feature in the case as this excess of authority by yourself ought to have been at once admitted and fully brought before him when you endeavoured to procure his interference in the case. As it is, he has every reason to suppose that you acted in this matter only under a strong sense of what was required by the occasion, but it is the local Government who must in the first instance judge of the propriety of your conduct.

5. With respect to your own position, it must necessarily depend on the result of the communications now made to the Governor. Mr. Labouchere is not able exactly to understand on what grounds you have applied to him for the Royal confirmation in an office which was bestowed on you by the local Government, and which has not, so far as he is aware, been reported by that Government as requiring such confirmation. But it would obviously be improper for him now to advise such confirmation in the position in which you have placed yourself towards those who appointed you. If you return to New Zealand at the expiration of your present leave, and as holding your present office, you will have, of course, to meet any inquiry or other proceedings which may be

instituted respecting the various transactions on which you have corresponded with the Secretary of State.

6. But in the meantime, and during the continuance of your leave, you are at liberty, if you think proper, to draw for the half-salary of your office, as, since you have returned the public documents which, under a mistaken view of your rights, you had thought proper to keep back, the Secretary of State has no further reason for interfering with your enjoyment of the usual rights of an officer on leave.

I have, &c.,

W. Mantell, Esq.

H. MERIVALE.

NO. 13.—MEMORANDUM BY D. McLEAN, ESQ., NATIVE SECRETARY, ON THE CORRESPONDENCE BETWEEN THE RIGHT HON. THE SECRETARY OF STATE FOR THE COLONIES AND WALTER MANTELL, ESQ.

IN reference to the correspondence between the Right. Hon. the Secretary of State for the Colonies and Mr. Walter Mantell, in which Mr. Mantell charges the Government with the non-fulfilment of certain promises made to the Ngaitahu Tribe, conditional on the surrender of their lands to the Crown, I have the honour, in compliance with your Excellency's request, to report as follows:—

1. I have examined the original deed or agreement by which the Natives have ceded to Her Majesty the whole of their claims, excepting certain reservations, for a sum of £2,000, which has been duly paid to them, and the reserves set apart for their own use, together with Stewart Island, left in their undisturbed possession. I can find no trace or record of any other promise made to these Natives; nor have they, to my knowledge, alluded to any direct promise made by the Government that has not been fulfilled. If any distinct promise has been made to the Ngaitahu Tribe of prospective advantages to be obtained by them consequent on the cession of their land I submit that Mr. Mantell should have distinctly stated, for the information of the Government, what the real extent and nature of these promises actually were, by whom made, and by what authority. In the absence of such information, which Mr. Mantell has failed to produce in any definite shape, I conceive that the Government is not chargeable with the blame imputed to it by Mr. Mantell, inasmuch as the terms of the original treaties or agreements for the cession of their lands have been strictly observed and fulfilled by the Government.

The only case of which I am aware in the Middle Island where there was any appearance of injustice exhibited in reference to Native claims has been in the assumption, through ignorance of the case, of certain lands by the Europeans, at Banks Peninsula and Kaiapoi, to which the Native title had not been fairly extinguished. These cases have since been thoroughly investigated, the rights of the Natives fairly established, their claims paid for, good reserves set apart for their own use, and the question settled to their entire satisfaction.

Although the Government has fulfilled its strict engagements with the Ngaitahu and other tribes inhabiting the Middle Island, whose numbers may be estimated at three thousand, while the territory they claimed and have ceded to the Crown for a consideration of about £12,000, comprises upwards of thirty million acres, there are circumstances connected with their amelioration and advancement in common with the aboriginal tribes of these Islands which have already engaged your Excellency's consideration and attention. The first of these, as regards the Ngaitahu Tribe of Otago, was the contemplated erection of a comfortable hostelry for the tribes frequenting the Otago settlement, for which plans and specifications have been made; but the members of the House of Representatives declined to vote any money for the purpose; the building, therefore, could not be proceeded with.

2. A proposal has been referred by your Excellency to Responsible Ministers, recommending that the Native reserves at Otago should be subdivided, and individual Crown titles issued to the Natives, in order that they may have the utmost security of tenure, together with the fullest extent of political privileges that holding their land under titles from the Crown can afford. Means have not yet been adopted for carrying out this measure, but I have reason to hope that this, as well as other measures that have been suggested by your Excellency for the social and moral improvement of these tribes, will be acted upon eventually; and that the fact of their having surrendered their territory on the Middle Island, and being comparatively weaker and less able to insist upon their rights than other tribes on this northern Island, will always be regarded by your Excellency, as it now is, as an additional reason for extending towards them, whenever it is possible so to do, the friendly aid and protection of the Government, although the cession of these waste lands, which would have been comparatively valueless if left in an unproductive state in the hands of Native owners, constitutes no legal claim upon Government beyond the actual terms of purchase.

3. The third point in which your Excellency has moved in connection with the Otago Natives has been in reference to the hospital at that place, wherein your Excellency has obtained a guarantee from the Superintendent of Otago previous to the transfer of the hospital by the General Assembly to the provincial authorities, that the Native sick should be attended to, and that a dispensary should be established and medical aid extended to them at their villages, in addition to the maintenance and relief of Native patients admitted within the hospital.

With the exception of education for the young, for which purpose there are no funds at your Excellency's disposal, I do not perceive that any neglect has been evinced towards the Natives referred to by Mr. Mantell; on the contrary, every effort has been made by your Excellency, at great personal inconvenience, during the sitting of the Assembly, and subsequently, to promote the welfare of the aborigines, and to maintain the pledges and good faith of the Home Government, as communicated by your predecessors to the fullest extent of your Excellency's power.

DONALD McLEAN,

Native Secretary.

26th January, 1857.

No. 14.—COPY OF A MEMORANDUM BY THE HON. MR. FOX ON MR. HENRY CLARKE'S REPORTS OF 29TH AND 30TH SEPTEMBER ON THE CONDITION OF THE NGAITAHU TRIBE, AND PLEDGES GIVEN TO THEM ON THE EXTINCTION OF THEIR TITLE TO THEIR LANDS IN THE SOUTHERN PROVINCES.

TILL the month of November, 1863, the Imperial Government reserved to itself the management and control of Native affairs, and the sole responsibility for their administration. At that date, the colony accepted such responsibility in the terms of the Duke of Newcastle's despatch of April, 1863, and took upon itself the obligations of the Imperial Government towards the Natives. The Colonial Secretary who took office at that period lost no time in despatching to the Middle Island an experienced and able officer of the Native Department, Mr. Henry Clarke, with special instructions to inquire into the condition of the Natives in the Otago Province, and to ascertain what pledges had been made to them on the sale of their land to the Government many years ago, and how far these pledges had been fulfilled. The Colonial Secretary had previously had his attention directed to the subject, but had never been able to get specific information upon it. So soon, however, as the Colonial Secretary assumed this function of administering Native affairs, he felt that he was bound to take immediate steps towards redeeming the unfulfilled pledges given on behalf of the Imperial Government so many years before, and which had been allowed to remain so long a dead letter.

Circumstances prevented Mr. Clarke reporting till the Ministry had placed their resignations in the Governor's hands. After that event, it would have been wrong to have taken action in a matter of great consequence, involving, at least, one important appointment, and plans requiring large expenditure. The matters must therefore stand over till the formation of a new Government, but the Colonial Secretary places on record his opinion as to what ought to be done, and ventures to express a hope that steps will be taken at an early date to redeem the unfulfilled pledges of the Imperial Government referred to.

The first step which the Colonial Secretary would have taken, had it fallen to him to act on Mr. Clarke's report, would have been to appoint a Commissioner for the Canterbury and Otago Provinces, to reside in one of them, and, subject to instructions from the Colonial Government, to administer all Native affairs there. He would, in consequence of the extent of territory, though it is but sparsely inhabited by Natives, require at least one Resident Magistrate, an interpreter, clerk, and perhaps other officers to assist him. An officer of the Native Department already well acquainted with the Ngaitahu Tribe would have been offered the Commissionership.

The first duty of the Commissioner after his appointment should be to devise and recommend the specific plans by means of which the Government should advance the civilisation and social progress of the Ngaitahu, in the manner in which the representatives of the Imperial Government contracted with them that it should be done when they bought and took possession of that portion of the Middle Island which now forms the Provinces of Otago and Canterbury. Considering the great length of time during which faith has failed to be kept with the Natives, they are entitled to a very large amount of arrears, and the Government should propose to the Assembly no niggard vote for the purpose. Since the pledges were given, a whole generation has run to seed without receiving the benefit of that culture which was promised. No reparation can be made now for this neglect, but it should be remembered when action is taken, and it should prevent any murmur at the appropriation of what might under other circumstances appear too large an appropriation of the public money to a small remnant of a tribe which once owned three-fourths of the Middle Island.

A question for the Legislature arises in connection with the subject in a financial point of view. The Commissioner who extinguished the Native title on the part of the Imperial Government to the greater part of the districts referred to has expressly stated that the pledges given were the main consideration for the sale of the land. It seems only just that the recipients of the land should bear the burden of the fulfilment of the pledges for which it was sold, and that, either by legislation or otherwise, the cost of carrying out the plans referred to ought to be made a charge on the provinces which have been formed out of Ngaitahu territory.

15th November, 1864.

W. Fox.

No. 15.—A REPORT BY MR. H. T. CLARKE, R.M., ON THE CONDITION OF THE NATIVES IN THE SOUTHERN PROVINCES.

SIR,— Auckland, 29th September, 1864.

In compliance with that portion of your instructions requiring me to inquire into the condition of the Natives of the southern provinces, I have the honour to report shortly the result of my observations and inquiries.

I much regret that it is not in my power to give any very flattering account of the Kaitahu Tribes. I have visited some of their *kaikas* and conversed with some of their principal men, and I can only say that, as a rule, they are in a most unsatisfactory condition. Taking them as a people, they are the most inert and listless I ever met. Whether this arises from the frequent use of ardent spirits, to which the Natives are much addicted (the law for preventing the supply of spirits to Natives being in these provinces a dead letter) or to the almost total neglect of their welfare by the Government, I am not prepared to say; perhaps to both: certain it is, however, there is a very marked contrast in these tribes and the tribes occupying the North Island.

In discussions with those Natives in the northern Island who have shown a disposition to question the advantage to themselves of a large European population, the state of these Natives has frequently been held up as a proof to the contrary. They have been described as a people contented and happy, living in the midst of plenty, and enjoying the benefits of civilisation. If Aparima, which abuts on the Township of Riverton, may be taken as a sample I am bound in truth

to state, from the result of my own observation, that the very opposite is the case. As a people, they are squalid, miserable, and ignorant.

It has, I think, been found in every country where a civilised people has been brought in close contact with an uncivilised that the latter have always shown a greater predilection for adopting the evil practices of the dissolute and abandoned rather than follow the example of the moral and good. These people are no exception to this rule. But when it is remembered that their earliest association was with the class of Europeans who enjoy an unenviable reputation for recklessness and debauchery the surprise is that they are not much worse. Formerly the Wesleyan, and latterly the German, missionaries have done much to check these evil influences, and have in many ways benefited these people. But drunkenness is still of frequent occurrence, and to this, perhaps, amongst other causes, may be attributed the great mortality which has taken place within the last thirteen years. It is a melancholy fact that the aboriginal race is fast disappearing from these provinces.

No schools exist in these provinces; the Wesleyan and Maori Missionary Society of Otago have suspended operations, and the German Missionary Society is, from lack of means, relaxing its efforts; and now a strong appeal is made to the Government to step in and succour this small remnant of a once numerous and powerful tribe. Some of their chiefs are fully alive to their wretched condition. They scruple not to lay the whole blame on the Government. I refer to the alleged promises made by the Government through their agents at the cession of the lands in these provinces, to which I shall do myself the honour particularly to draw your attention in another letter.

The question may suggest itself, if these chiefs are sincere in their regrets at their present low state, how is it that they have not exerted themselves to raise their people from their degraded condition? They answer that they have placed full reliance upon the Government giving full effect to its engagements; that the Government promised to undertake the task of ameliorating their condition as part of the consideration for their lands; that, after waiting in vain for these benefits, they concluded in their own minds that Government had forgotten them. They then wrote to the Governor asking him to send a pakeha to watch over their interests and to advise them; no pakeha ever was sent. They have asked for schools for their children; none have ever been established. Despairing of any assistance from the Government they have, at the instance of the Rev. R. F. Reimenschneider, a German missionary, built a church, and are erecting a school-house at their own expense. The Government have assisted in building schoolhouses at Moeraki and Waikouaiti, and have very lately paid two-thirds of the price for the erection of a church and schoolhouse at Riverton, but, further than this, I am not aware that anything has been done.

A number of gentlemen in Dunedin, sensible of the neglected state of the Natives, and anxious to improve their condition, formed themselves into a society for that purpose; but their benevolent intentions on behalf of the Natives have, from a combination of difficulties, been frustrated, and not the least of these difficulties was the want of pecuniary means. Their applications to the public have been either coldly met or wholly unreciprocated. The agents for this society have been told that the Natives hold large reserves, which are for the most part lying waste—the Natives occupying only small portions which, if let, would bring in ample means. Upon this ground assistance has been refused. The fact that the Natives cannot deal with their own reserves does not appear to have occurred to these objectors. The application of this society to the General Government has practically shared the same fate. The consequence is that the operations of the society have been suspended.

Another grievance is that the Natives are practically excluded from our Courts from the want of a person to lay their causes of complaint intelligibly before the Magistrate. Another cause of grievance (in my opinion, a very reasonable one) is the want of an officer whose duty it should be to advise and watch over Native interests.

It will, perhaps, be expected of me that, as I have been making myself acquainted with some of the principal evils under which these Katimaoe and Kaitahu Tribes are labouring, I should point out what, in my opinion, is the best mode of remedying, or, at least, mitigating, those evils. I should, first of all, remark that I would not for one moment advocate a system having a tendency to spoil the Natives, making them simple dependents on the bounty of the Government. All that I would ask of the Government is to fulfil their first arrangements, and carry them out in their full integrity. Put within the reach of the Natives the means of raising them from their present low condition, let their desire for knowledge be satisfied, and let them see that we are anxious to discharge our moral obligations, and give practical proof of the desire so often sounded in their ears—that of considering them as one people with ourselves. Firstly, I would suggest that an officer be appointed with as little delay as possible, whose individual duty it shall be to look after the interests of Natives residing in the Provinces of Otago and Southland, also to hold the appointment of Commissioner of Native Reserves. It is impossible for the present Assistant Native Secretaries, from the nature of their other duties, to give the Natives that attention they require. Secondly, I would suggest the appointment of properly-qualified persons, who have a good general knowledge of the language, to be permanently attached to the Resident Magistrates' Courts, to be officers of those Courts. Two interpreters would, I think, be sufficient—one for Dunedin and Port Chalmers, and the other for Invercargill and the Bluff. Thirdly, that medical men be appointed to attend upon the Native sick. The services of three medical men would be required—one for Moeraki, Waitaki, and Waikouaiti; one for Purakaunui, Otakou, and Taiari; and one for the different places in the Southland Province. Fourthly, that schools be established, and schoolmasters appointed at the following places: Moeraki, Waikouaiti, Otakou Heads, Ruapuke and Aparima. In these schools the English language should be taught, and to be open to half-castes and Maoris alike. Fifthly, with regard to the Native reserves, I would suggest that the Natives be induced to hand over all those portions which they do not require for their own use into the hands of the Commissioner of

Native Reserves, to be dealt with by him for the benefit of the Native owners. I feel sure that a good income would be realised, which, if judiciously dispensed, would greatly benefit the Natives. Sixthly, I would suggest that the under-mentioned chiefs be appointed Assessors, to receive the salaries opposite their names: Matiaha Tiramorehu, Waikouaiti, £50; Horomona Pohio, Waitaki, £30; Tare Wetere te Kahu, Otakou, £30; Horomona Pukuheti, Aparima, £30; Teoni Topi Patuki, Ruapuke, £50. The chiefs Matiaha and Horomona Pohio have held appointments as Assessors since 30th June, 1859, but have never received any salary. Matiaha has great influence with his people, and is the only one among them well up in their traditional history.

I would, in conclusion, earnestly beg the Government to lose no time in giving effect to these suggestions, or to any other which they may think fit to adopt, whereby these people may be benefited.

I have, &c.,

The Hon. the Colonial Secretary, Native Department.

H. T. CLARKE.

No. 16.—EXTRACTS from a LETTER from Hon. J. C. RICHMOND to Mr. MACKAY, R.M., Native Commissioner.

SIR,— Native Secretary's Office, Wellington, 22nd November, 1867.

The object of your journey to the South at the present time is to visit the different Native settlements, for the purpose of giving to the Natives the information and assistance which will enable them to bring to a conclusion any inchoate arrangements as to their reserves, and of explaining to them the recent Acts of the Legislature as to the Native lands, schools, and the representation of the Natives in the General Assembly. It will further be your duty to inquire into and report upon the general condition of the Natives in each settlement, having in view the promises made to them at the time of the purchase of their lands by the Government as to the establishment of schools and hospitals, and also upon any special question which may arise in any locality. . . . It will also be your duty in each settlement to see that forms of application to the Native Land Court are properly filled in and forwarded to the Chief Judge.

You have already been informed of the wishes of the Government as to the bringing of the Maori Representation Act into force.

I enclose twenty copies of "The Native Schools Act, 1867," which you are requested to distribute among those interested; a summary of its provisions has appeared in the *Kahiti*. It is very desirable that some arrangement should be come to with the managers of local schools in the neighbourhood of any Maori settlement, wherever they exist, for the admission of Native children. You will observe that one object of the provisions of the Act is to promote an interest among the Natives themselves in the education of their children by making the Government subsidy dependent to a certain extent on their own efforts, experience having shown that what is too easily obtained is liable to be too lightly valued. Some portion of the school-fees in European schools should, with this view, be provided by the parents according to their circumstances. I enclose a copy of the form of quarterly returns which will be required.

I enclose herewith some Native letters having reference to matters which require your attention in the several localities, in accordance with the minutes indorsed. There is a correspondence as to the reserve at the Hakataramea, in the hands of the Provincial Government at Canterbury. The previous papers are printed in the Appendix of 1858. You will see to the carrying-out of this arrangement.

At Moeraki you will give your attention to the necessity of providing some more permanent supply of water. It is believed that this may be done by the erection of a large shed with a metallic roof and tanks to receive the rain-water. The Natives have been led to expect help in this undertaking, and you will report as to the best means of carrying it out, furnishing estimates of the cost, &c. There is a water-hole in the neighbourhood which they are desirous of obtaining. You will ascertain the position of the title, and whether it can be purchased for them.

In Otago you will confer with Mr. Strode, Commissioner of Native Reserves, as to the reserve at the Heads, and as to the Port Chalmers Reserve. In the former case it will probably be advisable that the reserve, though under the provisions of the Native Reserves Act, should be referred for subdivision to the Court. In the latter case it is thought advisable that the reserve should be sold by auction, but upon this point you will report after seeing Mr. Strode.

I have, &c.,

J. C. RICHMOND.

Alexander Mackay, Esq., R.M., Native Commissioner, Wellington.

No. 17.—The Hon. W. B. D. MANTELL to the UNDER-SECRETARY, Native Department.

SIR,— Wellington, 13th April, 1868.

In reply to your letter of the 31st March, I have the honour to request you to inform Mr. Richmond that I am not prepared to take upon myself the responsibility of defining the position or capacity in which I should attend the Native Land Court in the South, and, further, that if the investigations of the Court are to be limited to the apportioning of the present so-called Native reserves among the Natives my presence at such sittings might prove worse than useless.

Until, therefore, I am honoured by the Government with some more satisfactory information as to the scope of the proposed investigations, and with a distinct definition of the part which it is proposed that I should take therein, I beg to withdraw my provisional consent to Mr. Richmond's request that I should attend the approaching sittings of the Native Land Court in the Middle Island.

I have, &c.,

The Under-Secretary, Native Department.

WALTER MANTELL.

No. 18.—MEMORANDUM by the Hon. Mr. DOMETT.—(Telegraphed to the Hon. J. Hall, at Christchurch.)

THE Chief Judge (sitting 24th April) said he had a proposal to make to the Crown Agents which, if consented to, might *end the case*. I think this proposal should be communicated to Government before anything is decided with respect to making "future" (by which I understand fresh) reserves. I cannot see that the Natives have any right to them. Mr. Mantell made reserves after much negotiation and consideration, which Mr. Hamilton, years after, though evidently very favourable to Native rights and claims, seems to have considered "very ample" (*vide* Appendix to House of Representatives, C.—3, p. 33). Mr. Hamilton would not agree to give more reserves, but got them paid more money. Mr. McLean approved all his proceedings, and Government also. They have been constantly treated as final.

The present dispute seems to have arisen out of the partition of the Kaiapoi Reserve (2,640 acres, valued by Mr. Hamilton at £40,000, the timber alone being sold at £35 per acre, and there were 1,000 acres of timber land) by Mr. Buller, who cut up the reserve and gave about one-third of the sections (considerably over 100 acres in all) to Rapaki Natives. Now the Kaiapoi Natives claim a share of the Rapaki Reserve in return, alleging that Mr. Buller said his mode of division of the Kaiapoi was to be a precedent for the others, Buller meaning, no doubt, simply that the other reserves would be subdivided, and the title to them individualised, as had been done with the Kaiapoi reserves, not that, because Rapaki Natives had had lots at Kaiapoi, Kaiapoi Natives should have lots at Rapaki, or of the Rapaki reserves.

Nevertheless, to settle the case, if Mr. Rolleston can show that the Government is in any way pledged, in order to fulfil its contracts, to make more reserves I would recommend that they be made to a moderate extent. The province is greatly concerned, as the reserves will have to come out of what, if there be no contract, is provincial land. I would advise Mr. Rolleston to define his proposal in detail, and give what reasons he can in support of it.

27th April, 1868.

A. DOMETT.

No. 19.—THE CROWN AGENT to the PROVINCIAL SECRETARY, Christchurch.

SIR,—

Christchurch, 17th April, 1868.

The investigation of the Native Land Court, now sitting in Christchurch, in respect of the Native reserves in this Province, has brought out evidence which, in common with the document relating to the Ngaitahu purchase, shows that the deed of cession under which the Ngaitahu Block was obtained is of a very unsatisfactory character, containing promises which have never yet been wholly fulfilled, and leaving a considerable feeling of discontent in the minds of the Natives. It appears, further, that there are a number of Natives who under existing arrangements are either insufficiently provided for in the present reserves, or, having returned to the country since the purchase, are entitled to have provision made for them. I have received authority from the General Government to represent the Crown in this case, and I should be glad to have the concurrence of the Provincial Government in the course which I propose to take—of promising such further reserve or reserves as may meet the justice of the Native claims, taking from the Natives in return a full release from all claims which they may consider themselves entitled to under the deeds of purchase, and finally closing a question which has hitherto been a source of not unreasonable complaint on their part.

I would suggest that Mr. Wynn Williams, who is acquainted with the circumstances of the case, should be consulted, and shall be glad to give any verbal explanation which the Government may desire. The Court has at present adjourned, and I will, when the evidence shall have been adduced, suggest the basis of a settlement upon which I propose to take action.

I have, &c.,

W. ROLLESTON,

Acting for the Crown.

The Provincial Secretary, Christchurch.

No. 20.—SCHEDULE of RESERVES in the Province of Canterbury awarded by the Native Land Court, 6th May, 1868, in Final Extinguishment of all Claims under the Ngaitahu Deed of 1848.

Name of Award.				Situation.				Area.			Remarks.
								A.	R.	P.	
Kaiapoi	..	..	..	Ashley District	..	..	..	200	0	0	Occupation reserve.
"	..	..	..	"	..	..	..	850	0	0	"
"	..	..	..	Oxford District	..	..	..	450	0	0	"
"	..	..	..	Near Kaiapoi, old pa	..	..	..	15	0	0	Fishery easement.
"	..	..	..	Between Kowhai and Waipara River	..	..	..	10	0	0	"
"	..	..	..	Near the Rotorua Lagoon	..	..	..	20	0	0	"
"	..	..	..	Near the mouth of the Ashley	..	..	..	10	0	0	"
"	..	..	..	Near the mouth of the Heathcote	..	..	..	10	0	0	"
Taumutu	..	..	..	Contiguous to Native reserve	..	..	..	128	0	0	Occupation reserve.
"	..	..	..	Little River, near Reserve No. 222 (in red)	..	..	..	100	0	0	Timber reserve.
Arowhenua	..	..	..	Kapunatiki	..	..	..	600	0	0	Occupation reserve.
"	..	..	..	North bank of Orari	..	..	..	20	0	0	Fishery easement.
"	..	..	..	South bank of Orari	..	..	..	10	0	0	"
"	..	..	..	Near Waitarakao Lagoon	..	..	..	2	0	0	"
"	..	..	..	Kapunatiki	..	..	..	150	0	0	Occupation reserve.
"	..	..	..	Harareketatoru	..	..	..	30	0	0	Fishery easement.
"	..	..	..	Near Section 2,743	..	..	..	20	0	0	"
Waimatamate and Waitaki	..	..	..	Contiguous to Sections 3,790 and 12,373	..	..	..	500	0	0	Occupation reserve.
"	..	..	..	South-west of Section 2,621	..	..	..	30	0	0	Timber reserve.
"	..	..	..	Near the Wainono Lagoon	..	..	..	10	0	0	Fishery easement.
"	..	..	..	Near Reserve 679 (in red)	..	..	..	20	0	0	"
"	..	..	..	North of, but not adjoining, Section 4,021	..	..	..	10	0	0	"

No. 21.—RETURN of RESERVES in the Province of Otago made in pursuance of Awards of the Native Land Court, in May, 1868, in Final Extinguishment of all Claims under the Ngaitahu Deed of 1848.

District.	Date of Certificate.	Name of Award.	Area.	Nature of Trust, Limitations, &c.	Trustees.
Papakaia o Waitaki	May 28, 1868	Sections 13 and 14, Papakaia o	A. R. P. 355 2 33	The estate to be absolutely inalienable, except in the manner provided in "The Native Lands Act, 1865."	
Ditto ..	"	Section 12, Papakaia o	133 3 17	The estate to be absolutely inalienable, except to Her Majesty the Queen, her heirs and successors	Matiaha Tiramorehu, Henare Mahara, Arama te Whatakaraka, Rawiri te Mamaru, Natanahira Waruwarutu, Teone Rehu, in trust for themselves and others, who have been found by the Court to be entitled to share in the said award.
Waikouaiti ..	"	Ditto ..	2 3 20	Ditto.	
" ..	"	Waikouaiti	10 0 0	" ..	Haereroa Teoti, Horomona Pohio, and two others, in trust for themselves, &c.
North Harbour and Blueskin	"	Long Beach	309 1 15	The estate to be absolutely inalienable, except in the manner provided in "The Native Lands Act, 1865"	John Millar (half-caste), Tamati Tikou, Tiati Poroki, Kipa Porikaha, Riki Tueti, Haereroa, in trust for themselves and others, &c.
Ditto ..	"	Purakaunui	101 2 36	The estate to be absolutely inalienable, except in the manner provided in "The Native Lands Act, 1865."	
" ..	"	"	31 0 10	Ditto.	
" ..	"	"	56 1 13	" ..	
Murihiku ..	"	Tautuku* ..	1,000 0 0	The estate to be absolutely inalienable	Hori Kerei Taiaroa and nine others, for residents in the Province of Otago, and Te Oni Topi Patuki and nine others, for residents in the Province of Southland.
Hawea ..	"	Fishery easement, Lake Hawea†	100 0 0	The estate to be absolutely inalienable, except to Her Majesty the Queen, her heirs and successors	Horomona Pohio, Matiaha Tiamorehu, Rawiri te Mamaru, Rawiri te Maire, Kerei Kahutu Haereroa, Tiaki Mira, John Millar (half-caste), Daniel Ellison (half-caste), Thomas Pratt (half-caste), and their successors, appointed under the provisions of "The Native Lands Act, 1865," in trust for themselves and others.

* The land comprised in this award is in satisfaction of all demands under Kemp's deed, and is set apart for those Natives and their descendants who signed the deed but who never received any share of the land reserved for Native purposes within the boundaries of that purchase; the block to be divided into two equal parts of 500 acres each, one part to be vested in Hori Kerei Taiaroa and nine others in trust for themselves and other claimants under Kemp's deed residing in the Province of Otago, and the other part to be vested in Te Oni Topi Patuki and nine others on behalf of themselves and claimants residing in the Province of Southland. The land is situated in the Tautuku District. Bounded towards the north 9000 links or thereabouts by Crown land; towards the east by a road reserve along the banks of the Tautuku River; towards the south by the sea; and towards the west partly by the sea and partly by Crown land, so as to include 1,000 acres.

† This is a special reserve made for the benefit of all the members of the Ngaitahu Tribe who are now or may be hereafter resident south of the Waitaki, and extending to and including Purakaunui. The land is situated at the western extremity of the middle arm of Lake Hawea, near a lagoon lying at the foot of Isthmus Peak, to include the site of an old pa.

No. 22.—COPY of a LETTER from Mr. A. MACKAY, to the UNDER-SECRETARY, Native Department, Wellington.

SIR,—

Dunedin, 29th May, 1868.

I have the honour to inform you that the sitting of the Native Land Court here came to a close yesterday. Certificates of title have been ordered by the Court to be issued to the respective claimants to the following reserves on production of proper plans—viz., the Punaomaru, Moeraki, Waikouaiti, and Purakaunui, within the boundaries of Kemp's purchase and Otakou Heads, Taiari, and the reserve near the Molyneux, in Captain Symond's purchase.

The claims to the several reserves within the Murihiku purchase, with the exception of Tukurau and Omaui, have been unavoidably adjourned *sine die*, owing to the absence of the majority of the claimants. This will therefore necessitate another sitting of the Court at some future time at Southland to hear and determine the claims to these reserves.

It will be as well, perhaps, now that another sitting of the Court will be necessary, that the time of sitting should be deferred until the whole of the reserves in Southland, including those also made by Mr. Clarke in Stewart Island, shall have been accurately surveyed, and plans prepared in conformity with the existing regulations under the Native Lands Act, or otherwise a double expense will be incurred in preparing two sets of maps, one for the use of the Court and one after the survey is completed. There is no immediate hurry that the claims to these reserves should be heard at once, as they are not a matter of dispute, and can be very well deferred for a twelvemonth, or even longer; in fact, it would be much better, now that an adjournment has been made, to postpone the hearing of these cases until such time as the survey and other preliminary work in

connection with them is in such a state of advancement as will enable the Court to proceed with and complete the whole of the business that is likely to be brought before it at its future sitting.

With respect to the Port Chalmers Reserve, the Court has ordered that Sections 401, 403, and 404 should be vested in Horomona Pohio, Hoani Wetere Korako, Hori Kerei Taiaroa, and Honi Topi Patuki and their successors, in trust for all the members of the Ngaitahu Tribe who are now or may be hereafter resident south of and including Kaiapoi, in the Province of Canterbury. The claim to a portion of the reserve comprised in Section 402 was opposed by the Presbyterian Church, and the case was adjourned *sine die* on the application of Mr. H. Harris, who appeared as counsel for the opponents. With regard to the other portion of the reserve alleged to be within the Town Belt, the Court has not given a final decision, but has left it open for the opponents or claimants respectively, after three days' notice on the other side, to move the Court at a future sitting to dismiss the case on production of deficient evidence, or to order a grant in default of such evidence being produced.

The application of the Natives to land in Princes Street was dismissed, the land in question being held under Crown grant; and the applicants were instructed that they would have to go to the Supreme Court.

• With regard to the claim made by the Natives to Pukekura (lighthouse reserve at Taiaroa Head), the boundary of the Native reserve has been fixed by the Court at the line of fence erected by the Provincial Government, the Natives getting a grant to one acre within the Government reserve at the spot mentioned in the deed of sale as having been excepted for them. This will secure seventeen acres to the Government, which is ample for all purposes in connection with the lighthouse. The landing-place to the pilot-station—the only place suitable for the purpose—has been decided by the Court to be within the boundaries of the Native reserve. The land, however, has been made inalienable excepting to Her Majesty. An arrangement will have to be entered into with the Native owners to secure the permanent use of it to the Government. There is an existing agreement at present between the Provincial Government and the Natives whereby the former pay the reputed owners a rental of £2 10s. per annum for a right to use the beach as a landing.

The Court has ordered, in final extinguishment of all claims and engagements created under Kemp's deed, that land to the extent of 2,094 acres should be awarded to the Natives out of Crown lands within the Province of Otago, out of which 1,000 acres have been allotted in satisfaction of the claim of those Natives who signed the deed, and to the immediate descendants of those who were parties to the sale but never received any share of the land reserved for Native purposes within the boundaries of that purchase, as stipulated by the deed.

Four hundred and ninety acres of the award, including land comprised in a fishery easement, has been allotted to the Moeraki residents, in satisfaction of their claim under the deed, and 494 acres to the Purakaunui residents. It was considered that the claim of the Waikouaiti Natives, under the deed for additional land, had been satisfied by the extension of 593 acres made to the reserve by Sir George Grey, and the Court merely awarded two small pieces of land as fishery easements.

The award of 494 acres made to the Purakaunui residents is rather in excess of the quantity they were entitled to, at an average of 14 acres per soul, calculated on the original census; but, as it was found very difficult to secure anything like a minimum of good land in the neighbourhood of their reserve, the Natives expressed themselves willing, in consideration of the various advantages they would acquire, to accept land of an inferior character in greater quantity, as the place selected gave them access to shell-fish, and secured to them an old eel-fishery which they were anxious to possess.

Enclosed, I beg to hand you copies of correspondence addressed to his Honour the Superintendent and to the Commissioners of Crown Lands here, relative to the setting-apart of Crown lands in the province awarded by the Court to the Natives in final extinguishment of all claims under Kemp's deed of purchase, together with a schedule of the lands selected. In conclusion, I have much pleasure in reporting that the whole of the cases dealt with by the Court have been finally and satisfactorily concluded; and to tender the Government my sincere thanks for the honour conferred in appointing me to the important post of Crown Agent on this occasion.

I have, &c.,

ALEXANDER MACKAY,
Native Commissioner.

The Under-Secretary, Native Department, Wellington.

No. 23.—[Extract from Appendix to the Journals, House of Representatives, H.—No. 9, 1872.]

REPORT OF THE COMMITTEE ON MIDDLE ISLAND NATIVE AFFAIRS.

THE Committee, to whom was referred the consideration of the Middle Island Native affairs, have the honour to report that they have agreed to the following resolutions: (1.) That the evidence taken by the Committee in reference to the claims of the Natives of the Middle Island, though far from complete, leads them to the conclusion that these claims have not hitherto had that consideration which they deserve. (2.) That the evidence in reference to the claims for the Princes Street reserves convinces the Committee that this case has been hitherto dealt with rather on legal and technical grounds than, as the Committee considers it should have been treated, in the interests of the Natives, with regard to the broader considerations of equity and good faith. (3.) That, in the opinion of this Committee, a further inquiry should be instituted into the merits of these claims by an impartial Commission, such as that proposed in the Hawke's Bay Native Lands Alienation Commission Act, now before Parliament, which should act in such inquiry as a Court of equity and good conscience.

21st October, 1872.

JOHN SHEEHAN, Chairman.

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

know but that a continued refusal on their part would transform that man-of-war into a prison, or something still worse to them. Third, because the boundaries mentioned in that deed are not the boundaries which were settled verbally between Kemp and our elders—the land-sellers.

It is often said in the North Island: The Natives of the Middle Island are well off; they are living by the rent of their lands. This is not so. If the land given us by the Government is individualised the proportion to each Native is as follows: At the Heads, Otago, about 50 acres each; at Waikouaiti, about 20 acres each; at Moeraki, about $5\frac{1}{2}$ acres each; at Waitaki, about $7\frac{1}{2}$ acres each; at Waikawa, about 10 acres each; at Tauhina, about 3 acres each; at Arowhenua, Waipopo, Te Waiaeruati, Timaru, and Taumutu, taken all together, 6 acres each; at Rapaki and Port Levy, 14 acres each; at Kaiapoi, 16 acres each. The condition of the Natives of the Middle Island is bad. As long as we have strength to work as servants to the Europeans, as long as the market is accepting that servitude, we are keeping ourselves and families above want. Should this strength and the market fail—and the time will come that it will—then we Natives will be little better than a mass of paupers thrown upon the present lords of the land.

The burden of our petition is that the white man has grasped at our fifty millions of acres in the Middle Island without any equitable return or provision for the Natives. That such transactions as C. Wakefield's, and his friends Kemp and Mantell, are unintelligible and unjust without the condition of one acre out of every ten for the Natives; for instance, Kemp extorts the consent of the cession of about seven million acres at Akaroa for £2,000, and, not content with that, worded his deed so loosely as to convey the idea of having agreed for twenty millions of acres—namely, nearly all the land included in the Otago and Canterbury Provinces. Is this equitable, without the condition of one in ten acres out of the cession for the Natives?

The proof of this condition has lately been required from us. Why, if this condition is not expressed in the deed, the fault is not ours. If it is, why has it never been fulfilled to us? Governor Sir G. Grey says that the Otepoti acre (Princes Street Reserve) was a tardy act of justice to the Native sellers of the Otago Block, who were entitled, by the terms of the original scheme of the Company, to have reserved for their benefit one acre to every ten of the allotments sold in the Town of Dunedin, &c. But this condition embodies a sufficient provision for the Natives of the Middle Island, if applied in its true spirit to all the land ceded to the Company—the Otepoti acre is a mere mockery. Loud and universal was the cry formerly against private traders buying landed estates for fish-hooks and scissors in New Zealand; but, without that condition of one out of every ten acres over the whole cession, Wakefield's, Kemp's and Mantell's transactions would leave the worst of private land-sharking far behind.

We are delating before you, the honourable members of Parliament, the wrongs we suffer, relying firmly upon your honour and love of fair-play for you to redress them, and take under your protection the semi-paupers and orphans of the Middle Island.

That is all. From the Natives assembled at Kaiapoi, this 25th March, 1874, and others.

[Here follow the signatures.]

To His Excellency the MARQUIS of NORMANBY, Governor and Commander-in-Chief of the Colony of New Zealand, Wellington.

In April, 1875, we, the Natives of Moeraki, Waitaki, Arowhenua, &c., as distinct from the Natives south of Port Chalmers, presented a humble petition to your Excellency, praying that the deed (Kemp's, 1848) upon which the New Zealand Government is founding its tenure of about twenty millions of acres in the Middle Island, be made the subject of a trial, having been come to by illegal means. Since that (19th July, 1875) we received a communication (N. and D. 75/3242, No. 221) from Mr. Clarke, informing us that your Excellency had the goodness to appoint Judge Williams to investigate the subject of our above-mentioned petition. A twelvemonth has now expired, and Judge Williams has not yet announced his intention to appoint a time for a hearing of those few remaining old chiefs who were actors in these transactions in the year 1848, and whose depositions are indispensable in the trial of our case, as these circumstances (the threats and intimidations resorted to by Commissioner Kemp in 1848) have found no place, no ventilation, in the books of this colony, for reasons which are laying on the surface of the matter.

We humbly wish to bring to your Excellency's consideration that the denial of a trial of these our grievances, emanating, not from Her Majesty's representative, but from the colonial Ministry of the day, as an interested party, has been the invariable rule in the dealings between the Government and us Natives, first, because we are few, and bring no pressure to further our demands of justice; and secondly, these material witnesses being now well stricken in years, a short space of time will efface all evidence on the subject by their death. We utterly despair of any trial being instituted by the New Zealand Government in this matter, and, as a last resort, we intend to take up our residence on the inland of this Island, the purchase of which land has never been accomplished either by Commissioner Kemp or Mantell. We humbly lay this, our intention, at your Excellency's feet, that, should we be mistaken in the attitude of the present colonial Ministry, your Excellency, by communicating to us any reliable hope of action in the matter, may allay that anxiety which is spurring us to our present tentative step above referred.

Arowhenua, 3rd May, 1876.

Your Excellency's most obedient and humble petitioners.

Mr. FENTON to the Hon. the NATIVE MINISTER.

SIR,—

Native Land Court Office, Auckland, 10th July, 1876.

I have the honour to enclose my report on the petition of Ngaitahu; also extracts of the minutes of the Native Land Court, and other papers, which I trust you will find correct.

I have, &c.,

The Hon. Sir D. McLean, K.C.M.G.

F. D. FENTON.

Report.

This report applies to the land comprised in the operations of Messrs. Wakefield, Kemp, Hamilton, Symonds, and Mantell, and excludes the northern part of the Island, to which the petition does not relate.

The petition alleges—(1.) That the Native sellers of the Middle Island were promised that one acre in every ten should be returned to them, under an arrangement made with Mr. Wakefield in 1844. (2.) That Mr. Kemp obtained the signatures to his deed by intimidation. (3.) That the boundaries of the land are wrongly set forth in the deeds. (4.) That Mr. Mantell caused the Natives to yield their territory by threats. (5.) That at the sitting of the Native Land Court they were ignorant of their rights, and of the mode of enforcing them, and that that tribunal was inefficient, as evidenced by its failure to deal satisfactorily with the Princes Street Reserve. (6.) And generally, that the chiefs who signed the deeds were unaware of what they were doing, and should not be held to have transferred territory of enormous value, to the detriment of their more intelligent children.

I have to remark that,—

1. Is untrue. The purchases were not made till years after this date. The petitioners seem to have confused these purchases with those of the northern districts.

2. I do not believe that Mr. Kemp intimidated the people at all; but I quite think that they had a feeling of insecurity, resulting from Te Rauparaha's then recent inroads, and the dread of his return; and it is only natural to suppose that they readily alienated territory to a peaceable and powerful third party, who was able and willing to protect them. It is very probable that Mr. Kemp used this argument with them, and, in my judgment, rightly. They are wrong in now complaining. They have had the benefit as well as the disadvantage. *Qui sentit commodum, sentire debet et onus.*

3. The boundaries are part of the deeds, and cannot be questioned.

4. I do not believe, and no one can believe who knows that gentleman, that Mr. Mantell used the threats attributed to him. That he used the argument of the antecedent Nanto-Bordelaise purchase to influence the conduct of the Native proprietors is stated by himself, and I think he did so properly. It was a flaw in their title, which he was quite right in showing them that he was aware of. That they succeeded in selling their land twice over to different parties may be a proper matter for equitable complaint by the first purchasers, but not by the sellers. It may be well to add that none of these accusations were made before the Native Land Court, though the Natives of the whole country were there assembled.

5. The Natives were assisted at the sittings of the Native Land Court by a most able and zealous adviser—Mr. Alexander Mackay—and also by most able counsel. They were opposed by the Crown only on the great points of the validity of the deeds, the question whether the signatures of the chiefs bound the tribes, the construction of phrases in the deeds, and matters involving public rights, such as roads, &c., which could not be sacrificed. Mr. Rolleston was there for the Government, and displayed a desire to concede to the Natives as much as could be properly conceded, and the Provincial Governments made no effectual opposition to the demands. In Canterbury they did not attempt it, but were very willing to do all the Court required, and much assisted its operations. There were two provisions in the deeds which the Court operated upon. The first was the reservation of residences, burial-grounds, and “mahinga kai.” These phrases received the most extensive interpretation, “mahinga kai” being held to include fisheries, eel-weirs, and so on, excluding merely hunting-grounds, and similar things which were never made properly in the sense of appropriation by labour. The Court made orders for all these reserves. The other provision was a covenant that further land should be set out for them. The Crown accepted at once the amount stated by the Natives' agent, and further land was ordered so as to make up the total quantity to fourteen acres per head in each reserve. None of the allegations against the purchase agents were made before the Court, and the impotence of the Court, as displayed in the matter of the Princes Street Reserve, could not have affected the Natives at Christchurch, for the Court sat there at a prior period. There was nothing left undetermined by the Court (except some portions of Topi's territory in the extreme South, those Natives declining to remain any longer on account of the mutton-bird season). There was, however, a promise extra the deeds which the Court had not power to deal with, and which, it was alleged, greatly influenced the signers of the deeds—viz., that they should be furnished with hospitals, schools, and “atawhai.” It is remarkable that in the petition they speak slightly of these matters, as things not to be deemed a consideration for land. This, however, seems to have been an afterthought; perhaps part of the knowledge which they say they have gained since one of their number became a member of the Assembly. Still, in my opinion, this promise must be considered. Hospitals, I think, they have had, access to the Government institutions having been open to them as well as to Europeans. Schools they have partially had. But even failure in this respect cannot be the subject of pecuniary compensation. Such compensation would be as incapable of calculation as the consequential damages in the “Alabama” claims. If the Government have been remiss in this matter all they can do is to hasten to repair their remissness, and provide schools for the future. “Atawhai” is interpreted by the interpreter as protection; by the Natives as maintenance. The word really means “taking care of;” and, considering the circumstances of the Natives at the time when the word was used, and that provision was otherwise made for maintenance by reservation of lands, fisheries, &c., I think that the interpreter has given us the better meaning. That being so, it cannot be denied that this promise has been effectually performed.

6. It cannot be affirmed as a matter needless of proof that the price paid at the time was insufficient. If the European race had never come into these seas the value of these Islands would still be only nominal. The immense value that now attaches to these territories is solely to be attributed to the capital and labour of the European. A generation has elapsed since the sales took place. A periodical adjustment of the values of estates, or the return of them to their former owners, has never obtained, except under the Jewish theocracy; and I cannot help thinking that these periodical adjustments must have been attended with great suffering to many of the ousted persons. There remains, then, as far as I can see, no ground whatever, either in law or in equity, (technical or moral), for the position taken by the petitioners. And if the petitioners were Europeans I can conceive no reason why any favourable consideration should be given to their prayer.

But I am bound to add—though possibly you will think that I am going beyond my duty—that it would be becoming the dignity and honour of the Crown not to inquire too minutely into the abstract rights of these persons, but to deal with them in a parental and liberal spirit. That they have not taken this ground themselves, I submit, should not be used to their disadvantage. They represent the small remnant of a nation, our predecessors in the country; and if any error is made on our part in our relations with them I think it should be on the side of liberality. Nothing would be so dishonouring to our name as the fact that these people were living in want. As you will see by the extract from my notes which I annex, I felt myself bound by Mr. Mackay's estimate of fourteen acres, for that question rested entirely with the Government. But then I acted as a Judge. I should gladly have heard a much larger quantity stated, and I should certainly have sanctioned it. I do not think that I can, without presumption, make a more specific statement than this.

I annex (1) a copy of one of the orders of Court; (2) extracts from my minutes, containing principally Mr. Mantell's evidence; and (3) Mr. Kemp's remarks on the allegations of the petition affecting him.

F. D. FENTON.

P.S.—It should be added that the orders of Court have not in all cases been carried out, but the Natives have not apparently complained of this.—F.D.F.

"Native Lands Act, 1865," and "Native Lands Act, 1867."

Province of Canterbury.

At a sitting of the Native Land Court of New Zealand held at Christchurch, in the Province of Canterbury, on the seventh day of May, one thousand eight hundred and sixty-eight, before Francis Dart Fenton, Esquire, Chief Judge of the said Court, and Henare Pukuatua, Assessor.

UPON reading a certain Order of Reference made by the Governor to the Court under the authority of "The Native Lands Act, 1867," and "The Native Lands Act, 1865," in the following words—that is to say, "Whereas, by 'The Native Lands Act, 1867,' it is, among other things, provided that all lands referred to in section 83 of 'The Native Lands Act, 1865,' shall, unless the Governor shall otherwise direct from time to time in respect to any such land, be excluded from the operation of the said 'Native Lands Act, 1865,' and of the first-mentioned Act, until the thirty-first day of December, one thousand eight hundred and sixty-eight, provided that every such agreement between the owners of any such land or other person interested therein on the one part and officers duly authorised to enter into the same on behalf of Her Majesty on the other part, may be referred by the Governor to the Court, and the Court shall thereupon investigate the title to and the interest in such land in the manner prescribed in the aforementioned Acts, and shall make such orders as it is by the said 83rd section of 'The Native Lands Act, 1865,' empowered to make: And whereas in the year one thousand eight hundred and forty-eight a certain agreement was made between certain persons owning land in the Middle Island of the one part and duly-authorized officers of the Government on the other part, purporting to extinguish the Native title to land comprised in the plan hereto annexed, save over such lands as were thereby stipulated should remain the property of such Native settlers: And whereas such reserved lands have never hitherto been effectually defined, and there are doubts whether the said agreement has been absolutely effectuated in law by written instruments: And whereas it is expedient to determine all such questions and finally to conclude the agreement for the purchase of the lands comprised in the said plan: Now, therefore, the said agreement is hereby referred, in accordance with the above-mentioned Acts, to the Native Land Court. By command—JOHN HALL, a member of the Executive Council of the Colony of New Zealand. Christchurch, 28th April, 1868." And upon hearing the parties, and upon evidence taken, it is ordered that the agreement referred to the Court as aforesaid shall be forthwith completed according to the terms thereof as appearing in a certain deed-poll bearing date the twelfth day of June, one thousand eight hundred and forty-eight, under the hands of the chiefs of the Ngaitahu Tribe of aboriginal natives, and a plan thereto annexed, and that the reservation and stipulation in the said deed-poll contained in the words following—that is to say, "Ko o matou Kainga Nohoanga ko o matou mahinga kai me waiho marie mo matou mo a matou tamariki mo muri iho i a matou; a ma te Kawana e whakarite mai hoki tetahi wahi mo matou a mua ake nei a te wahi e ata ruritia ai te whenua a nga Kai Ruri"—shall be forthwith observed, performed, and satisfied in the manner following: by granting to Horomona Pohio, Tamati Tarawhata, Wiremu Takitahi, and Maiharoa, of Arowhenua, aboriginal natives, of the Ngaitahu Tribe, the pieces or parcels of land, rights, and easements described in the schedule hereto. And the several persons above named shall hold the said lands and hereditaments in trust for the several persons whose names are written in the minute-book of this Court as owners of the Native reserve known as the Arowhenua Reserve, their heirs and successors appointed under "The Native Lands Act, 1865," and subject to the same restrictions as to alienating as the said reserve of Arowhenua aforesaid is subject, provided that the sections and easements being the several parcels of land distinguished in the schedule hereto by being marked Class 2, may be sold and conveyed to Her Majesty, her heirs and successors. And it is further ordered that the several Crown grants of the weirs and easements shall contain a provision saving the rights of the owners of land to the undisturbed flow of water in the several streams running through the said parcels of land. And it is further ordered that on performance by the Crown of the before-mentioned orders, all claims and demands of the aboriginal natives before named or referred to, including therein all persons whose names are written as aforesaid in the minute-book of the Court under or by virtue of the said deed-poll, against Her Majesty, her heirs and successors, shall be absolutely and the same are hereby released, discharged, and extinguished; and this Court doth order and decree the same accordingly.

Witness the hand of Francis Dart Fenton, Esquire, Chief Judge, and the seal of this Court, this eighth day of May, one thousand eight hundred and sixty-eight.

(L.S.)

FRAS. D. FENTON, Chief Judge.

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.

25. Was there a distribution of the money?—I do not remember. In case of Port Levy deed, all adult owners signed the deed who were present, but some might have been absent, but I do not know that any were absent. I understood that the sales were made by the proprietors of the land.
26. Was anything in the negotiations to show that the lands reserved were reserved for the residents?—The reserves were made as shown by the deeds.
27. Did the Natives accept your decision, or did they yield to what they regarded as your authority?—Both the decisions were as much those of the Natives as of me; my instructions were "to carry matters with a high hand," and I allowed those instructions to operate. I used the previous purchase of the Nanto-Bordelaise Company, in accordance with my instructions, to carry out my duty—that is, to get the land. The effect of this was the Natives were willing to sell, but the price to be paid was reduced. I succeeded in bringing them down towards the price fixed by the Government.
28. The Natives generally understood that you had great authority?—I think so.
29. Did they not, as a fact, accept your decisions?—I should say not.
30. Did you exercise an opinion as to the right persons to sell?—I was supposed to exercise my judgment, but really it was the Natives themselves.
31. Did they withdraw their claims before you made your decision?—I waited until they had extinguished each other, and then I took the survivors.
32. Does silence always imply consent?—No.
33. Was there any proof of consent of parties whose names were not in the deed?—No.
34. Prior to the signing the deed, had there been contending parties?—I cannot say.
35. Was much time occupied in eliciting the title?—I always gave as much time as was required.
36. What was the talk about then?—About the terms of the bargain.
37. What did the other people do then?—I cannot answer that.
38. Did the Natives from Kaiapoi take part in the discussion?—I think they did, but not for long.
39. Were they present at the distribution?—No, I think not.
40. Had you informed them that they had no title to the land?—Most probably.
41. Did the Kaiapoi Natives come armed?—On one occasion.
42. Was that to claim the land?—I will not undertake to say; most likely.
43. How did the Kaiapoi people show their agreement?—Most likely I told them that they had no title, and they yielded. I am not prepared to swear that any single step taken by me or by the Government with respect to these Natives was fair.
44. Did you intimate to these Natives that they had no claim?—I certainly must have done so in some manner.
45. Do you consider that their remaining silent after that would mean nothing?—No.
46. Do you consider that any other Natives than those who signed the deed consented to the sale?—I consider that it was my duty to ascertain that all opposition was withdrawn before the deed was signed, and consider that that deed was made without the opposition of any persons who knew anything about it.
47. Were Kaiapoi Natives present at Rapaki meeting?—Yes.
48. Did they take part in the proceedings?—Many of them.
49. Did they claim land in the Port Cooper deed?—I think not.
50. Where do the present Kaiapoi Natives come from?—Most of them were then at Port Levy: they have had additions from the North.
51. Do you remember who were living in Rapaki at the time?—No.
52. Was Tuawhea?—I do not know.
53. Were many Natives living at Port Cooper at that time?—Not many.
54. Were many Natives living at Rapaki?—Two dozen.
55. Do you know whether the Natives who were excluded had land elsewhere?—I do not know.
56. Did they participate in the Ngaitahu deed?—They got from 1s. to 2s. 6d. each.
57. In Port Cooper negotiations, were not many absent?—None, except perhaps a few prisoners in the North.
58. If absent in the North, would they know?—They would be admitted by their friends in the reserve if they returned.
59. Were you aware that some were away in the North?—I have learnt since that some were absent.
60. Then you think that the signatures may not comprise the names of all persons owning?—It is possible.
61. When you made this reserve, did you consider the numbers of those who signed the deed?—I considered also the people in the North.
62. How many were the people at Port Levy at that time?—Sixty or seventy.
63. Do you remember Mr. Buller being here?—I remember sending for him from here.
64. *By the Court.*] Where was the Port Levy deed signed?—At Mr. Horslam's house in Port Levy.
65. Did any one want to sign whom you refused?—Not to my recollection.
66. You rejected no one, then?—I think not.
67. Did any hapu or Native leave the meeting or go away in the manner Natives have of expressing dissatisfaction at any state of the proceedings?—The Kaiapoi part of the Port Levy Natives attended the first meeting, I think, but they discontinued.
68. Were the proceedings continuous?—Yes.

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.

88. Where was this Land Office?—At Christchurch.
 89. Did you then write to the Government?—I wrote to the Government.
 90. Where was it addressed to?—To Mantell.
 91. Where was he?—At Port Nicholson. I wrote to him; Mr. Fox was Minister. I perhaps wrote twelve letters in a year.
 92. What was the answer?—I never got an answer.
 93. Did you never get an answer?—I got one lately. It is at Taumutu.
 94. Who signed it?—I do not remember.
 95. Did not you and the others go with Mr. Mantell to set out a reserve?—Yes; at Taumutu.
 96. Where is Taumutu?—Twenty miles apart.
 97. Did you ask Mantell to mark off this piece?—No; I only said at the time that Kemp's boundary was at the point (Otakou).
 98. Did Kemp tell you that this land should be excluded?—No; he was always on board of a man-of-war.
 99. Did you tell Kemp?—No.

ORDER OF REFERENCE.—TUESDAY, 5TH MAY.

Mr. Rolleston (in the absence of his counsel) said he did not intend to oppose the securing of their eel-weirs, &c., except so far as they might, by damming water, &c., interfere with the settlement of the country; also, that roads should be secured for the public.

HOROMONA POHIO examined.

100. *By Mr. Rolleston.*] What do you want the land for?—Farm purposes.
 101. What amount have you already under cultivation?—At Arowhenua? Kua pou Katoa te mahi. It has all been in wheat.
 102. Actually in the past year all cultivated?—It was all cultivated and gone in the flood.
 103. Was it fenced?—Yes; all.
 104. Was the grass natural or artificial?—All sown with grass, or in crops.
 105. Is it divided?—No; each man cultivates where he likes.
 Mr. Rolleston said he did not object to the eel-weirs and urupas—only to the 400, 600, and 450 acres.
 106. What was the amount of cultivation in Mantell's time?—Very large.
 107. Did Mantell's reserves equal in size the cultivations then in existence?—Mr. Mantell's reserves did not include all.
 108. Did Mantell say anything about eel-weirs?—Yes; Mantell said, "Your eel-pas remain yours." I remember nothing else.
 109. Did he say you should have them for ever?—He said as I have told you, I understood in perpetuity.
 110. Did he mean eel-weirs other than those in the reserve?—Yes, all.
 111. Did you not understand that Mantell's reserves were to extinguish all claims under the deed?—He told us we should have all our pas, graveyards, and eel-weirs.
 112. *By the Court.*] How will you get to these eel-pas?—I do not know.
 113. What do you want 20 acres round an eel-pa for?—For horses, and to plant there and to build houses there. The reason I ask for the increased reserve is the deed. We are living as *manene*.
 114. Are you more numerous than they were in Mantell's time?—They are more numerous.
 115. Can you eat more?—In Mantell's time we lived on eels, fern-root, potatoes, ti, whitebait, piharau. We were beginning to eat flour, mussels, and wood-hens. Potatoes, pumpkins, and vegetable marrows were what we cultivated, calabashes and maize.
 116. Now what do you cultivate?—Wheat, oats, hay, barley, corn, pumpkins, marrows, potatoes, and eels. We keep cows, in some places sheep, but have no land. We have plenty of horses for carts and farm purposes, and riding, and dray-horses.
 117. Do you till your land when it is worn out?—When it is worn out we should desert it, but are obliged to go on cultivating. If we had other land, we should leave worn-out land and let it recover, and then return.
 118. How many ploughs are there at Arowhenua?—Six ploughs of their own, and they hire ploughs besides.
 119. How many ploughs are there at Waimatamate?—Two, and borrowed ones.
 120. How many ploughs are there at Waitaki?—No ploughs: the land is too bad. The land is all worn out at Waitaki, and they do not use it. They cultivate at Waimatamate.
 121. Suppose ten grown-up men and ten women, how many children will there be?—There are forty children at Waimatamate now.
 122. How many grown-up people?—Twenty men and twenty-six women.
 123. Where do you draw the line between them?—Ten years old.

WEDNESDAY, 6TH MAY.

WALTER BALDOCK DURANT MANTELL sworn.

124. When you made the reserve at Arowhenua Reserve, did it cover all their cultivations there?—I am not certain.
 125. What was the nature of cultivation?—Chiefly roots. I remember a field of wheat.
 126. Was it understood that these reserves were to extinguish their claims?—I think the Natives thought the reserve did not wind the thing up. At that time I did, and reported so.
 127. The reserve exceeded the cultivations as under crop at the place?—The area of the reserve exceeded the actual amount of cultivation, as far as I knew, "actually under crop." A Native would have under cultivation three times as much as under crop. I am not prepared to say that my reserves did not exceed the land under cultivation. I think now the reserves ought to have

been larger. I have come to this conclusion because the Natives' sources of food are lessened—seals, mutton-fish, quails, whales, &c.

128. Can you give estimate of extent of reserve that should now be made—say, Arowhenua, eighty-six people, 600 acres?—I do not think it is sufficient.

129. They use more land?—Not only that, but their other means of living diminished; besides, I am more capable of judging now than I was then.

130. Give us an idea of what should be the increase?—I can only give an opinion. I should think the quantity should be doubled.

131. What was understood about the eel-weirs—were they to be secured as well?—Certainly not. I said they would be removed when public convenience required it. [I objected to this, as governed by the contract in writing or deed, which Mr. Mantell's subsequent proceedings could not vary.]

132. Did your reserves come under the "kainga" clause or the "whakarite" clause?—Both the clauses; but I acted under my instructions, (Instructions read.)

133. *By the Court.*] What do you mean by "sufficient"?—At that time my estimate was Colonel McCleverty's, whom I consulted. The idea was enough to furnish a bare subsistence by their own labour.

134. When a man became old and could not work?—I am not prepared to justify McCleverty's estimate or defend it.

135. On what ground do you think the reserve made by you sufficient (under second clause) to satisfy the honour of the Crown?—I have not said that I thought the reserve sufficient to satisfy the honour of the Crown, but, according to McCleverty's opinion, sufficient to live upon. Colonel McCleverty held a high official position.

ALEXANDER MACKAY SWORN.

136. I am Commissioner. For Arowhenua the acres reserved by Mantell is 600. For Waimatamate none by Mantell, but 40 by the coast, increased subsequently by the Government purchasing 150 acres. Waitaki—Mr. Mantell reserved 13 acres; 10 acres have been added since. On the south bank of Waitaki, 376 acres given by Mantell.

137. That is per head?—This will average barely 7 acres per head. All Waitaki people live at Waimatamate. The cultivations are limited in extent; the land is quite worn out. Until Waimatamate was increased the people were living in a state of severe privation; since the land has been occupied all round by the white man they have become hedged in. The increase at Waimatamate has made them better off. They complain that their means of food are cut off; the wild birds and animals are not to be obtained. The population at Waimatamate is 76; including the land at Waitaki they have 9 acres per head, including the 300 acres recently added. I do not think the existing reserves, with the eel-weirs, are or will be sufficient. The land about these eel-weirs is bad, little good for cultivation. I should think, in addition to what they have got at Waimatamate, they should have 5 acres added per head. I do not think the land at the eel-weirs anything. This would bring it up to 14 acres per head. To carry the same average for Arowhenua, it will require an addition of 7 acres per head. Waitaki is included in Waimatamate.

KAIAPOI.

ALEXANDER MACKAY examined.

Tairutu, near Kaiapoi, 5 acres eels; Kaowai, south of Leithfield, 10 acres eels; Saltwater Creek, 10 acres eels; Kowai, near Waipara, 10 acres sea-beach; Otutapatu, near Tairutu, 10 acres eels; River Avon, mouth, 10 acres fishing reserve. The population of Kaiapoi is 176. The average acreage owned now per head, including the 600 acres recently given, is 12 acres per head. The land is worthless, given with the eel-pas. The Kaiapoi people are better off than the others, but their land should be slightly increased.

WAIREMU NAIHIRA SWORN.

138. I represent the Kaiapoi people, Ngati-Tuahuriri. I have authority to represent them all. I am appointed. In addition to the pas and the land we have got, there are other places we want: Kuratawhiti, a place for wood-hens, a forest, 50 acres; Waihio, at Waihora, near the sea, eels, 25 acres; and 5,000 acres of land inland.

ALEXANDER MACKAY SWORN.

139. I think the land is barely sufficient. Let all have the average. In my judgment they should all have 14 acres per head. As to Kuratawhiti, I think the land had better be concentrated. Waihio is not to be had; it is gone, sold. The addition (if any) might be added to the 600 acres to be given in the peninsula.

WALTER BALDOCK DURANT MANTELL SWORN.

140. I think my evidence given before will apply to the Kaiapoi people.
William Rolleston.] I am aware that there will be no difficulty in obtaining the land required for the eel-weirs. I have been with the Natives to the Survey Office, and we have examined the maps. The Court gave its opinion that "*mahinga kai*" does not include *weka* preserves or any hunting rights, but local and fixed works or operations. Under the reservation clause of the contract, we are prepared to make orders for the prices of land and easements which have been agreed to by the Crown. As to the clause promising that the Government would cause to be marked out other land for the sellers, the Court feels altogether bound by the evidence of the Crown witnesses. Whatever may be the demands of the Natives under this head, we think that in interpreting the contract we are bound under the terms of it by the Crown witnesses, and the discretion rests purely in the Crown, and accordingly we entirely follow them. At the same time we ought to express our opinion that the concessions of land proposed to be made according to the testimony go as far as a just and liberal view of the clause would require. We take the quantity to be provided including what has already been set apart at 14 acres per head, and are prepared to make orders accordingly.

The Natives must sign a deed of release of their claims under the clauses, and no person refusing to sign the general release to be entitled to any interest in the above orders. On a subsequent day, I intimated that on reconsideration I did not think it necessary that a release should be signed of claims under the deed, as the orders of the Court are evidence of the satisfaction of their rights, *i.e.*, under both the clause of reservation, and the further reserve clause containing the promise of the Governor, though I will leave the order standing as it is, but it need not be acted on.

THURSDAY, 7TH MAY.

Mr. Williams read order in order of reference. Ordered that the order be settled in chambers.

Mr. Williams applied to the Court for an expression of opinion as to who should pay the costs of survey under order of reference.

141. *By the Court.*] I think these expenses should be paid by the Crown under the latter clause certainly; for the Crown undertook in the Ngaitahu deed to mark these reserves off, and it is now merely doing what it has covenanted to do. As to the first clause, the Crown has consulted its own convenience by consolidating the kaingas and residences; and I think that they should bear the cost of the surveys.

Extracts of Minutes of a Court held at Dunedin on the 15th May, 1868. Present: F. D. Fenton, Esq., Chief Judge; and Henare Pukuatua, Assessor.

WALTER BALDOCK DURANT MANTELL SWORN.

142. I was Commissioner of Crown Lands once here, previously Commissioner for Extinguishing Native Title. I came here to the southern district of the Province of New Munster in 1848. I was sent by the Government under instructions to complete an incomplete transaction of Mr. Kemp (the Ngaitahu deed). Those were my original instructions. I have seen this deed. This was given to me by the Government as the instrument by which Kemp's purchase was effected. When I came the money had not all been paid. I was brought into contact with these signers, and with others of greater importance who had not signed. It was always recognised by the Natives. The remaining instalments have all been paid.

143. In either of your capacities did you set apart land under that deed?—As Commissioner for Extinguishing Native Claims I set out several reserves; I set reserves at Purakaunui under my instructions. I set them out in December, 1848. I recognise my handwriting on the map dated 9th December, 1848. It is the map handed by me to the Natives signed by me "for the people belonging to Ngaitahu tribe." The people for whom it was intended are written in my census [Names read]. I found a certain number of Natives resident at Purakaunui, and then fixed the reserve at the smallest number I could induce the Natives to accept. There were 45 Natives, men, women, and children, just 6 acres a head. I came on to Otakou. I do not consider this a liberal allowance. I thought it ought to be at least 10 acres, not to exceed 10 acres if I could help it. I know this country. I recognise the land on this tracing; I think the land is absolutely worthless. The piece in the middle was excepted, I have no doubt to reduce the amount. As Crown Commissioner I subsequently made this piece a reserve. I hope my evidence has not led the Court to believe that I was dealing liberally. If I had followed my theoretical rule, the quantity would have been 450 acres. In other districts I allowed more than my theoretical rule.

144. *By the Court.*] The map was attached to the deed when I got it. Lieutenant Bull's seal and signature were there then. He was lieutenant in the "Fly," in which I was taken to Akaroa. When I paid the instalments, I got as many additional signatures as I could to the receipts. These receipts I handed to the Government; one is on the deed [Read in Maori and English], dated 27th February, 1849, "Mantell, Commissioner for Extinguishing Native Title."

145. Under which clause was this reserve made?—I should like to refer to my instructions, which will explain better than I can. [Instructions read. 1. 2nd August, 1848, signed "J. D. Ormond, for Private Sec." 2. 4th October, 1848, signed "Eyre, Lieut.-Governor."] This reserve would comprise more than the actual amount of their cultivations at the time at this place—I am speaking of land under crop, principally potatoes. The land under crop would be one-third, probably nearly one-sixth, of the land under cultivation.

146. There were other places cultivated or deserted besides Purakaunui?—I scarcely know how to answer these questions. What I did was to get the Natives to agree to as small amount as I could. The reserve at Purakaunui was sufficient for their immediate wants; I left their future wants to be provided for. I was not then able to make an estimate, and I took McCleverty's opinion. He said 10 acres, and I gladly embraced that standard. The reserve was made, not so much as fulfilling either clause of the deed, as the smallest quantity I could get the Natives to agree to. I believe half of the people there when I went are dead.

147. *By Mr. Macassey.*] I was authorised to make a promise—and I told them that the Government would make schools, build hospitals, and appoint officers to communicate between them and the Government. I found these promises of great weight in inducing the Natives to come in—but these promises have not yet been fulfilled. [Clause of instructions read: "Thirdly, you are only to mark out reserves around and including pas, residences, or cultivations to the extent that may be necessary for the resident Natives; but you may inform them that the Crown will hereafter mark out for them such additional reserves as may be considered necessary for their future wants."] I was not engaged to carry out the terms of Kemp's deed, but was preparing for the execution of a new deed.

148. Did you make this promise?—I took refuge under this promise with the Natives. The reserves may be looked upon as the result of a struggle, in which I got the land reduced as much as possible. I used to tell the people that if they were dissatisfied they must appeal to the Governor, and in one case (Waikouaiti) this was done, and they got an immediate increase.

149. Did the Natives believe in your promise, and come to terms upon the strength of it?—Certainly.

150. How did you propose to keep that promise?—I have no power by me.

151. What would you do if you had the power?—I think a minimum of 14 acres a head, if I were a member of the Government, not as satisfying my own honour as a private individual.

Memorandum by Mr. Kemp.

MR. FENTON,—

In reply to the inquiries made by you in reference to the petition from the Natives in the Middle Island assembled at Kaiapoi on the 25th March, 1874, I beg leave to state as follows:—

1. That I am not aware that I made use of any threat or intimidation whatever on the occasion of the cession of the land comprised within what is commonly known as Kemp's Deed.

2. That I do not remember that the system pursued by the New Zealand Company in the first instance, of devoting a tenth of the lands ceded to the use of the Natives, was made applicable in this case, but, on the contrary, my dealings with the Native sellers were very much governed by the arrangements adopted by Sir George Grey when making the purchase of the Wairau from the Ngaitoa, viz., that of making sufficient reserves for their present and future wants.

3. And in reference to that part of the deed which refers to the setting apart of further reserves by the Government, I think that the impression on my mind, and on the minds of the Natives made at the time, was, that the provision hereafter to be made was one which was to be carried out in a liberal spirit, and in such proportions as to meet the wants and provide for the general future welfare of the Natives resident at the different settlements at the time the purchase was made.

Civil Commissioner's Office, Auckland, June, 1876.

H. T. KEMP.

NO. 25.—STATEMENT BY H. K. TAIAROA, M.H.R., ON THE REPORT BY JUDGE FENTON ON THE PETITION OF THE NGAITAHU TRIBE.

KO TE PUKAPUKA a H. K. TAIAROA, M.H.R., hei whakahoki i nga korero o te Panui a Penetana, Tumuaiki o te Kooti Whakawa Whenua Maori (ko te nama o taua Pukapuka G.-7A. 1876).

Ko taua panui a Penetana i tuku ai ki te Kawanatanga he pukapuka ia mo te Paremata hei titiro ma nga mema o nga Paremata hei rapu hoki ma nga tangata katoa o te ao nei. Ko nga korero o taua pukapuka a Penetana he roa noa atu, e maharatia ana i pau katoa nga whakaaro nui o Penetana i a ia e mahi ana i aua kupu kia hoki ai ka kupu o te pukapuka inoi a Ngaitahu.

I tinata te korero a Penetana mo te wahi whakatekau. I penei tana korero: "I whakaaria ki nga Maori na ratou i hoko nga whenua i te Waipounamu ka whakahokia ki a ratou kotahi eka i roto i ia tekau eka, i tetahi whakaritenga a ratou ko Wairawake i te tau 1844."

1. Ka whakahokia e au te kupu a Penetana mo te whakatekau. Ki toku mahara kahore rawa a Penetana i whai kupu mo taua whakatekau. I mahara ahau kua kaiponutia e Penetana tana mahara mo taua whakatekau, kua mahue pea i tona matauranga; otira maku e ki nana ranei te take i mahue ai, na ana kai-tohutouhu ranei, me whaaki atu e ahau kia rongono nga taringa o Penetana, kia kite ano ana kanohi. I mea au kia ki penei atu au i te tau 1844 ko te iwi Maori o Niu Tireni i kuare katoa ki tenei mea ki te hoko whenua; kahore ratou i mohio e pehea ana ratou inahoki i taua wa tera ka Maori e hoatu noa i Niu Tireni mo te kupu anake—mo tetahi toki matau ranei. I taua wa kahore hoki i matau ki te tuihitihi pukapuka ki te korero ranei i te pukapuka. Otira i te hokonga o te Poraka o Otakou—i mea ratou i roto i a ratou pukapuka-inoi ki te Paremata o te tau 1874 me te pitihana o te tau 1875—i mea te kupu i roto i te pukapuka-inoi i tohe ano ratou ki a Wairawake raua ko Haimona kia nui te utu mo to ratou oneone. Kahore a Wairawake i pai, ka mea nga Maori me whakakahore taua hoko. Katahi ka riro ma Wairawake e tohe kia whakaae nga Maori, ka mea ka Maori e kore ratou e pai. Ka tohe tonu a Wairawake, katahi ka mahara a Wairawake akuanei kore ai e riro i a ia taua whenua ka puta te kupu a Wairawake me whakaae nga Maori kia kotahi pihi ma te Maori kia kotahi pihi ma te Pakeha, haunga ia nga whenua i wehea ki waho mo nga Maori ake. I tohutouhu ano hoki a Wairawake ratou tahi ko ona hoa i aua kupu ki nga Maori, i tohutouhu ano a Wairawake ma ki tetahi pukapuka i a ratou e korero ana, i haehaea peneitia te pukapuka kia marama ai nga Maori: [1 | 2 | 3 | 4] Ko te nama 1 he pihi Pakeha, ko te nama 2 he pihi Maori, ko te nama 3 he pihi Pakeha ko te nama 4 he pihi Maori pena tonu pau noa te Poraka i Otakou. Na nga Pakeha nei tenei kupu kotahi eka i roto i nga tekau eka hei wehe mai hei painga mo nga Maori, e mohio ana ahau ki nga korero a nga Maori mo te tika o aua kupu. E ki ana hoki nga Maori i te panuitanga mai o te pukapuka hoko i panuitia mai ano hoki aua kupu "kotahi pihi Pakeha, kotahi pihi Maori" i te ra i tuhia ai nga ingoa ki te pukapuka o te hoko. Otira e nui noa atu ka korero hei whakakaha i aua kupu mehemea ka pai te ngakau o te tangata Pakeha ki te rapu i te tika. Tirohia koia te pukapuka a Kapene Haimona o te 2 o Hepetema 1844, e ki na i whakarerea e ia te whakahua he oneone ke atu ma Ngaitahu i roto i te Tiiti i runga hoki i te tono a Wairawake kia whakarerea taua whakahuatanga. Ka kitea ano e koutou te pukapuka a Wairawake ki te Whakaminenga o taua tau ano 1844 e ki ana i whakarerea e ia te whakahua he oneone ke ma Ngaitahu i runga i te kore kai ruri hei wehewehe i aua eka mo nga Maori i taua wa. Tirohia ano e koutou te Ture o te whakamananga o Te Ture Whakaritete Tikanga mo Niu Tireni 15 me 16 Vict. c. 72, a te Paremete Nui o Ingarangi hei whakahaere tikanga ma taua Kapene hoko whenua ki Niu Tireni; me nga kupu tohutouhu mai ano a taua Paremata o Ingarangi kia tika kia pono te mahi a te iwi Pakeha ki nga Maori me ta ratou hoko hoki i nga whenua kia tika rawa ki taua ture a taua Paremata o Ingaraki.

Me whakahoki e au te kupu tuatahi a Penetana mo te whakatekau i tuhia i te kupu tuatahi o te pukapuka a Penetana.

Kahore rawa ahau e whakapono kahore tetahi tangata ngakau pono e whakapono, kahore i te rangi, i runga o te whenua ranei i raro i te wai ranei i raro i te whenua.

Ko te whakahoki mo te kupu tuatahi a Penetana—Kahore rawa he pono o tenei kupu e mea nei kua pohehetia nga Maori o Ngaitahu. Ki toku mahara kahore i pohehe ki nga hoko o mua me nga hoko o muri iho; ekari ko Penetana kei te pohehe ki ana korero i tuku ai ki tenei Paremata. Kei te panui kuare hoki ia i ana korero i runga i tona kore matau ki aua ritenga. Ki te kiia he tika

tana panui, katahi ano te tangata i penei tona matauranga me te Atua kia kitea mai ano ia i nga he o te tangata i nga rau maero maha o te moana whanui o Niu Tirenī.

Mo te kupu tuarua a Penetana,—Kua ki nga Maori na Te Keepa ano ratou i whakawehiwehi ki enei kupu: “Ki te kore koutou e whakaae ka hoatu nga moni o to koutou whenua ma Ngatitōa; ki te tohe tonu koutou ki te pupuri i to koutou whenua ka tonoa mai he Hoia, hei patu i a koutou. He pono enei kupu he nui hoki nga tangata hei whakapono i ana kupu. E kore hoki ahau e huna, me korero rangatira ahau. He manua hoki te kaupuke o Te Keepa i haere ai ki Akarana Aireni i te taha tonga. No tona hokinga mai i taua motu i Akarana ka rere mai ki Otakou ka tono ia ki toku matua ki a Taiaroa me etahi atu Rangatira kia haere mai ki Kaiapoi ki Akaroa ranei ki te hoko whenua. Ka haere mai aua Rangatira i a Te Keepa ma runga i tona manua, a Taiaroa, a Karetai, a Haereroa, a Horomona, a Tare Te Kahu, a Wi Potiki, me etahi atu. I a ratou e rere ana mai i te tahataha o te whenua, ka mea Te Keepa ki nga Rangatira: “Kei whea herohe mo te whenua hei tuku mai ki au?” Ka mea ratou, “Ko te whenua i te tahataha moana nei, kua e huri atu ki tua o nga maunga e tu mai ra.” Ka mutu ano te taima i tohutohu atu ai nga Rangatira ra ki a Te Keepa. Ko nga mahi i runga i te manua he kai waipiro, he haurangi, he aha he aha. Ka tu ki Akaroa te manua ka haere ki uta ki te whare o nga Wiwi i Akaroa a Te Keepa me ona hoa me nga rangatira i haere atu nei ratou. Kua tae mai ki reira etahi o nga rangatira o Kaiapoi, ka tu taua runanga o Te Keepa, ka whakakahoretia taua hoko a Te Keepa e taua runanga. Ka hoki a Te Keepa me ona hoa ki runga i tona kaupuke, ka whakaaaro ritenga mana mo te korenga o nga Maori e whakaae. Katahi a Te Keepa ka tono kia tikina nga Maori kia haere mai ki te kaupuke, ka tohe tonu ia kia whakaae nga Maori ki te tako i aua moni ki te kore ratou e whakaae ki aua moni, ka hoatu e ia aua moni ki a Ngatitōa. Ehara taua manua nei i te whenua maroke; ekari he kaupuke, i waho i te moana. Ka tohe ano nga Maori kia nui rawa atu te utu mo taua whenua. Kaore rawa atu nga Maori i pai no reira i puta ai enei kupu a Te Keepa ki aua Rangatira: “Me whakaae ano koutou ki te moni e rua mano Pauna (£2,000), hei moni taunaha i to koutou whenua.” Ka mea nga nga Maori ki a Te Keepa: “Ka riro katoa to matou whenua i tena ritenga au, engari me haere kia roherohea te tuawhenua kia wehewehe hongī nga whenua mo te whakatapu ki a matou.” Katahi a Te Keepa ka mahara ko te mea pai ano tenei ko te kaupuke nei akuanei ka haere ahau ki uta ki te titiro i nga whenua e wehea e au ka kore ano te whenua e riro mai ki au.

Ka puta ano he kupu a Te Keepa, penei: “Me waiho kia hoki mai ahau; engari me whakaae koutou kia tuhia te pukapuka tuku whenua. Kua koutou e wehi ki to koutou whenua e kore hoki to koutou whenua e riro, engari ka waiho ma te Kawanatanga o koutou whenua e tiaki, ko a koutou kainga nohoanga me a koutou mahinga kai ka waiho mo koutou me o koutou uri i muri i a koutou, i muri ma te Kawanatanga e whakarite etahi whenua mo koutou, ana ruritia te whenua.”

Katahi a Te Keepa ka tuhituhi kau i tana tiiti, ka tuhituhia ano e Te Keepa ana kupu i pai ai hei whakamate i te iwi Maori, me nga Maori e haurangi ana i te waipiro i runga i te kaupuke. I whakaae ano nga Maori ki te tako i taua moni taunaha a Te Keepa, kia riro mai ki a ratou te £2,000. Te otinga o te titi te tuhi ka panuitia mai hoki e £500 hei homai, ki nga Maori. Ka rongo etahi o nga rangatira o Kaiapoi e rima ano £500 pauna te moni e tukua mai, ka mahue taua hoko ka hoki te nuinga ki uta, ka mahue ko nga mea i te kaupuke nana aua moni i mau ka tuhi hoki ratou i o ratou ingoa ki tana tiiti. E ki ana etahi o nga Maori kahore rawa atu ratou i te mahara i rongo ratou i nga korero o taua pukapuka a Te Keepa, i te nui o te waipiro a nga heramana o te kaupuke ma ratou. Muri mai ko Matara te Komihana ka tonoa ano e te Kawana kia haere ia ki te whakariterite i nga hoko a Ngaitahu. Ka tohe i reira nga Maori kia wehea rawatia te tuawhenua ki waho. Ka mea atu a Matara e kore e pai kua mau ki roto o te pukapuka a Te Keepa. Ka mea nga Maori ki a Matara, kahore ratou i pera, ka whakahokia mai a Matara e nga Maori, ka mea kua oti matou te tinihanga e Te Keepa kua tuhia ano te tuawhenua. Ka mea a Matara akuanei kore ai nga Maori e whakaae akuanei kore ai e riro te whenua nei akuanei hoki kore ai he mana o te pukapuka tuku a Te Keepa, ka puta ano enei kupu waniwani a Te Matara: Ko te tuawhenua e tohe nei koutou me wehe ki waho ki taku titiro iho kua mau rawa ki te titi a Te Keepa. Ka mea nga Maori he mea tahae noa, he mea kukume noa na Te Keepa ana korero ki taua pukapuka. Ka puta enei kupu a Matara: “Me tako ano e koutou nga toenga o nga moni a Te Keepa: (1.) Ma te Kawanatanga to koutou whenua e utu a muri ake nei: (2.) Ka whakaturia he kura mo ia kaika o koutou, puta noa te iwi o Ngaitahu; (3.) He hohipera mo koutou mo o koutou mate kia ora ai koutou kei mate; (4.) Ma te Kawanatanga koutou e tiaki tonu e whakai tonu kia ora ai koutou.” Katahi ano nga Maori nga kawari mai ki te tuhi i o ratou ingoa ki te pukapuka tuku moni a Matara. Ko aua moni a Matara no roto ano i te rua mano a Te Keepa i korerotia ki Akaroa. Kua mohio te ao katoa he pono ano te tinihangatanga a Te Kawanatanga i a Ngaitahu me etahi atu o te Koroni o Niu Tirenī.

Me whakahoki ano e au nga kupu a Penetana e kiia nei he matakū no Ngaitahu i nga taua a Te Rauparaha. I ki a Penetana kahore a Te Keepa i whakahua i a Ngaititōa ki a Ngaitahu. E tika ana te kupu na Te Keepa i whakawehiwehi ki a Ngaitahu ki tenei kupu tonu:—Ki te kore koutou e tango i nga koutou moni, ka kawea e au nga moni ma Ngaititōa ki te uaua koutou ka tonoa mai he hoia hei tako i to koutou whenua. Inahoki kua puta i roto i to panui te ingoa o te Rauparaha e rongo ana ahau i taua kupu mo Ngaitahu e puta ana i nga tau katoa i nga Komihana i nga Minita o te Paremata i a koe ano hoki e Penetana, he iwi mate a Ngaitahu. Kahore rawa to kupu e whakaponohia e au a kore ano hoki e whakaponohia e nga tangata matau ki nga ture o to te whawhai tikanga. Mau tonu e ki nui nga whawhai i riro i a Te Rauparaha, me nga whawhai i kaha ai nga taua a Te Rauparaha. Ki toku mahara kahore rawa nga whawhai whakamutunga a Te Rauparaha i kaha, kahore hoki i riro i a ia te mutunga. Kia tupato koe; nau i whakahou ena mea, ka waiho tonu tau panui hei timatanga korero ma taua enei wa e haere ake nei. Me to kupu e mea nei mo te rangamarie i homai e te Pakeha. Te utu mo tena kupu, pai atu ahau kia mate i te mea e ora nei ahau e rongo nei i te pouri me te mamae o toku iwi i nga kupu tinihanga waniwani a te iwi korero teka a te Pakeha.

Me to kupu e ki nei koe, *Ko ia e whiwhi ana i te painga ka tika ano kia waha ano i te taimahatanga*, ko ahau kaore ano i kite noa i nga painga a te Pakeha kua puta mai ki au me toku Iwi; ko taku kupu tenei ko ia e korero tenga ana ki tetahi ka tika mona ano te kapura o te Reinga.

Ko te kupu i te rarangi 3 o te panui, ki tou mahara i oti ano ranei te ruri te whenua i mua atu o te hokonga a Te Keepa ki toku i rongo ai kaore ano he mapi he kai ruri i tae ki te ruri i aua whenua a Te Keepa whakahua teka noa a Te Keepa i roto i te tiiti kei te pukapuka ruri te ahua o te whenua. He parau tena kupu, he kupu tinihanga.

Mo to kupu tuawha e ki nei koe kahore koe e whakapono kahore e whakapono tetahi atu tangata e mohio ana ki a ia ano i whakapuaki a Matara i nga kupu i kiia i whakapuakina e ia. Katahi ano te tangata ko koe kahore i titiro i te pukapuka a Matara ki te Kaituhituhi a te Kuini i te tau 1856; me hoki ano koe, to hoa ranei e kore nei koe e whakapono me ata korero i au pukapuka kia tika ai te toku mai i ana panui mo te Paramata. Ki te mea he whakahe nau mo nga Maori, mau ano tau kahore rawa e whakaponoia ekari pea ko o kai tohutohu nana koe i tu ai e whakapono ki a koe.

E ki ana koe i te rarangi 5 o te panui he hoa uaua a Ariki Make, e kore rawa ahau e ki he pono to kupu. Ko Te Make i mahi ano ia i te taha ki Te Kawanatanga. Kahore ia i mahi nui ki nga Maori ekari pea ka tautohe a te Maori ki a ratou Maori ano i kaha pea a Ariki Make otira kaore ia e tino kaha hei hoa totohe ki tona Rangatira ki te Kawanatanga. Me te Roretana hoki i mahi ano ia ki Te Kawanatanga mo te taha ki te Karauna. Kotahi anake te tangata i nga Maori, ko te roia anake. Otira i puta ano he kupu o taua Roia mo te kore mana o te pukapuka toku whenua, no reira i mahia tinihangaia e to Kooti Whakawa te tuinga a koutou i te ingoa o ta koutou Kawana hou, te ingoa ko Kawana Teone Hora. Ko nga korero o taua Kooti i tino korerotia Pakehatia. Ko te whenua i tonoa ki to Kooti whakawa 1868, ko Kaitorete he whenua nohoanga mahinga kai ma nga Maori. Kahore i oti i tau Kooti whakawa whenua Maori. I mohio ano taua Kooti Whakawa i taua wa kua he taua mahi no reira i hoatu noa etahi whenua e taua Kooti hei whakakawari i te pakeke o nga Maori, otira ko te whenua ko Kaitorete i tonoa ki taua Kooti kahore i whakahokia. Muri mai ano ka noho ano te Kooti ki Otakou he whakawa ano i nga whenua i whakatapua i mua. Kahore ka Maori i tono kia homai he whenua ke atu hei whakaea i te pukapuka hoko a Te Keepa; katahi ka tono te Kooti ratou ko ana Komihana penei te kupu: "E kore ranei koutou e nga tangata o Otakou me o Murihiku e hiahia ki etahi whenua ke hei whakarite i nga kupu a Te Kawanatanga? Kahore nga Maori i titiro pai atu ki taua kupu a Ariki Make, katahi ka haere ratou ko etahi rangatira ki roto i te ruma korororero ai whakaaetia ana ko Tautuku te whenua kei te Porowini o Otakou, ko te nui o nga eka 1,000, ko taua whenua kua takohia ano e te Kawanatanga. Muri mai ano ka tu te Runanga Paremata i taua tau ano 1868, ka mahia te ture hei whakatika i te mahi he a to Kooti, hei whakamana hoki i te tuinga a Kawana Teone Hora i tona ingoa ki te pukapuka toku kia mana ai nga mahi he a taua Kooti Whakawa Whenua Maori. Ko taku kupu mo aua Komihana me te mahinga a taua Kooti Whakawa Whenua Maori, kahore rawa atu i pono e kore rawa e whakaponoia e nga tangata matau i muri ake nei.

E ki ana a Penetana kahore nga korero i roto i te pukapuka inoi a Ngaitahu i whakapuakina ki te araro o te Kooti i te tau 1868, mehemea i tonoa e nga Maori, penei kua oti pai i te Kooti te whakaaro. Me ki atu e au, he aha koe e kore ai e mahara he ritenga karo ki a koe ka kupu o te pukapuka inoi a Ngaitahu he ritenga hoki kahore i ata kimihi te tika me te he, kua kiia nei e koe kahore koe e whakapono kaore tetahi tangata e whakapono? Ki toku mahara he rawa tenei whakahe mo tenei mahi; he ritenga puhaehae ki te iwi Maori he ritenga whakahawea. Ko to kupu e ki nei kua whiwhi ano nga Maori ki nga painga, e kore ahau e whapono notemea no nga Maori ano o ratou whenua me o ratou rawa ehara i te Pakeha ena painga katoa ekari kua oti te tinihanga e te Pakeha te painga o nga Maori. E ki nei a Penetana kua whiwhi nga Maori ki nga whare turoro, no te mea i tuhera ano aua whare i te Kawanatanga ki nga Maori. Ki toku mahara kahore ano nga Maori kia whiwhi noa ki aua whare turoro. I kiia aua whare me tu ki nga kainga Maori i taua wa ano, no kona kahore he pono o tenei ki kua rite taua kupu. I ki ano a Penetana kua whiwhi ano nga Maori ki nga kura. Ki toku mahara kahore ano aua tu kura kia tu noa. Ko enei kura e tu nei, na te Koroni enei kura, ehara i te kura utu whenua. E ki ana a Te Penetana e kore enei kupu whakaari e taea te utu e te moni. He tika tenei kupu e kore e taea e te moni te utu enei kupu. Ekari tera e taea te utu mehemea ka whakaaturia kaa whenua i riro i runga i aua kupu waniwani. Ko tona utu, me hoki ano aua whenua. Ko te mea anake tenei e ai te utu. Me mau rawa e au te kupu whakamutunga o te panui a Penetana, e ki nei e kore rawa e taea te whakarite te tono a Ngaitahu ki ta ratou e tono ai ekari me whakarite e te Kawanatanga etahi whenua mo nga Maori kia mutu ai te mahi tono i ia wa i ia wa.

Ko taku kupu whakamutunga hei titiro ma te Paramata nei, ko te panui a Penetana he mea tohutohu atu na te Kawanatanga nga putake e panuitia nei. Ko te putake i ki penei ai ahau no te mea ko ia i whakaturia hei Komihana, i penei ke te korero i nga ra o Maehe 1876, i te Ruma o te Minita mo nga Maori koia nei te kupu. Ko Penetana hei Komihana, ko nga take me haere rawa ia ki a Ngaitahu uui ai i nga kupu a nga tangata nana i hoko taua whenua; ko nga putake hei mahi ma taua Kohimana ma Ngaitahu ano e korero a taua wa e tu ai taua Komihana. Whakaaetia ana e te Minita o te taha Maori. Ko nga kupu o taua panui he amuamu noa iho ehara i te korero whai-tikanga; he korero nukarau penei me te maminga, kahore he pono. I haere hoki te kupu a Penetana ki te kaupuke ki "Te Arapama." Kia peratia koi te ritenga o te Waipounamu me taua kaupuke? Ko taku kupu atu, i ahatia taua kaupuke? Kaore koia a Ingarangi i utu i taua kaupuke ki te Kawanatanga o Marikene mo te hakanga o taua Kaipuke i runga i te oneone o Ingarangi?

Wereketana, Oketopa 26, 1876.

Na H. K. TAIAROA.

[TRANSLATION.]

STATEMENT in writing by H. K. TAIAROA, M.H.R., in reply to the words of the Report by Mr. Fenton, Chief Judge of the Native Land Court. (G.-7A, 1876.)

That report was sent in by Mr. Fenton to the Government in order to be laid before Parliament,

for the information of the members thereof, and for investigation by all the people of the world. Mr. Fenton's paper is a very long one, and it is thought that he has expended all his great thoughts in composing his statements in reply to the words contained in the petition of Ngaitahu.

Mr. Fenton commences by referring to the tenths, and says (quoting the petition), "That the Native sellers of the Middle Island were promised that one acre in every ten should be returned to them, under an arrangement made with Mr. Wakefield in 1844."

1. I will reply to what Mr. Fenton says about the tenths. I do not consider that Mr. Fenton has given any opinion at all on the subject. I think that he has withheld his opinion on the subject of the tenths, or that his knowledge has not grasped it; but let me say that whether he himself was the cause of it being set aside, or whether it was through his advisers, I will make a statement that the ears of Mr. Fenton may hear it, and that his eyes may see it. I would say that in the year 1844 the Maori people of New Zealand were ignorant of this matter of land-selling; they did not know what they were doing, because at that time they would have given New Zealand for a word—for an axe or a fishhook. Neither at that time were they able to write or to read. However, at the time of the sale of the Otakou Block—as they allege in their petitions to Parliament in the years 1874 and 1875—they urged Messrs. Wakefield and Symonds to pay them a large price for their land. Wakefield was not willing to do so, and the Maoris then proposed to drop the sale. Wakefield then urged the Maoris to consent, but they refused. Wakefield continued to urge them, and, thinking that it was likely that he would not be able to obtain that land, he proposed that the Maoris should consent that there should be one piece for the Maoris and one piece for the Europeans, besides the lands excepted for the Maoris alone. Wakefield and his companions explained this to the Maoris, and they further explained it while they were talking by making a drawing upon paper to make it clear to the Maoris, thus:

1	2	3	4
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 No. 1 is a piece for the Europeans, No. 2 for the Maoris, No. 3 for the Europeans, No. 4 for the Maoris, and so on until the whole of the Otakou Block was taken up. It was the Europeans who said that one acre out of every ten should be set apart for the benefit of the Natives, and I know that the statements made by the Maoris are correct. The Maoris also say that, when the deed of cession was read over to them, the words "one piece for the Europeans and one piece for the Maoris" were read over to them on the day on which the names were affixed to the deed of cession. But indeed there is a great deal of evidence in support of these statements, if the hearts of the Europeans are inclined to seek out what is just. Look, for instance, at Captain Symonds's letter of the 2nd September, 1844, where he states that he omitted to refer in the deed to further land for Ngaitahu, at the suggestion of Wakefield that he should omit such reference. You will also see in Wakefield's letter to the Company, of the same year (1844), where he says that he did not make any reference to further land for Ngaitahu because there was no surveyor available for the purpose of cutting off these acres for the Maoris at that time. Also see the New Zealand Constitution Act, 15 and 16 Vict., c. 72, passed by the Imperial Parliament, providing for the conduct of affairs by that Company purchasing land in New Zealand; and also the words of direction by that Imperial Parliament that the Europeans were to act with justice and truth towards the Maoris, and that their purchases of land were to be in strict accordance with that law of that Imperial Parliament.

I will reply to the first statement by Mr. Fenton about the tenths, that being the first statement in his report.

I will not believe, neither will any true-hearted man believe, neither in the heavens nor in the earth, nor under the waters, nor under the earth.

This is the reply to the first statement of Mr. Fenton: There is no truth in this word, which states that the Ngaitahu were confused. I do not consider that they were at all confused between the old and the later purchases; but Mr. Fenton is confused in his statements to this Parliament. He is publishing statements in ignorance of the facts. If it be stated that what he has said is correct, then for the first time is a man found whose knowledge is like unto that of a god, who is able to see where people are wrong when he is many hundreds of miles distant across the broad sea of New Zealand.

With regard to Mr. Fenton's second statement, the Maoris say that Mr. Kemp did intimidate them by using these words: "If you do not consent the money for your lands will be given to Ngatitaoa. If you still persist in holding on to your land soldiers will be sent to kill you." This is correct, for there are many people to assert that what is here stated is true. I will not conceal anything, but speak out boldly. Mr. Kemp was on board a man-of-war which went south to the Auckland Islands. On his return from thence he went to Otago, and asked my father, Taiaroa, and other chiefs to go to Kaiapoi or Akaroa to sell land. These chiefs accompanied Mr. Kemp on board his man-of-war. There were Taiaroa, Karetai, Haereroa, Horomona, Tare to Kahu, Wi Potiki, and others. As they were sailing along the coast Mr. Kemp said to the chiefs, "Where shall be the boundary of the land to be ceded to me?" They replied, "The land along this coast, but not to go to the other side of yonder mountains." That was the only time when the chiefs pointed out [the boundaries] to Mr. Kemp. On board the man-of-war they employed themselves in drinking grog, getting drunk, &c. On the man-of-war reaching Akaroa Mr. Kemp and his companions, the chiefs who were with him, went ashore to the Frenchman's house at Akaroa. Some of the chiefs of Kaiapoi had arrived there; and Mr. Kemp had a meeting, when his purchase was refused by that runanga. Mr. Kemp with his companions went on board his ship, and there he pondered over what he should do on account of the non-consent of the Maoris. Mr. Kemp then sent for the Maoris to go on board the ship, and urged them to take the money, saying that if they did not consent to take it he would give it to the Ngatitaoa. That man-of-war was not dry land; she was a ship on the sea. The Maoris urged for a very much larger price for that land; they did not consent. Whereupon Mr. Kemp said to those chiefs, "You must consent to the sum of £2,000 as an advance on account of your land." The Maoris said to Mr. Kemp, "You will get all our land by that proposal of yours. Rather let us go and mark off the boundaries of the land and

except the portions to be reserved for us." Mr. Kemp thought to himself, It would be best to keep to the vessel; for if I go ashore to look at the land I am to cut off I shall not get the land.

Mr. Kemp then spoke in this manner: "Wait until I return; but do you consent to execute the deed of sale. Do not be afraid about your land, for it will not go, but it will be left for the Government to look after your lands. Your places of abode, and your places from whence you obtain food, shall be left for you and your descendants after you, and by-and-by the Government will set apart some land for you, when the land shall be surveyed."

Mr. Kemp then wrote out his deed, setting down such words as he pleased, to the detriment of the Maori people and the Maoris who were intoxicated with the liquor on board of the vessel. The Maoris agreed to take that advance from Mr. Kemp—to receive the sum of £2,000. When the deed had been written, it was read over, and £500 was to be paid to the Maoris. When some of the chiefs of Kaiapoi heard that only £500 was to be paid they abandoned the sale, and the most of them went ashore, leaving those on board the vessel who took the money and wrote their names to the deed. Some of the Maoris say that they do not remember having heard the words of that document of Mr. Kemp's, owing to the great quantity of grog with which they were supplied by the sailors of the ship. After this Mr. Mantell was the Commissioner instructed by the Governor to go to arrange about the sales by Ngaitahu. The Maoris then urged that the inland portion of the country should be cut off, and Mr. Mantell said that it would not do, because it was included in Mr. Kemp's deed. The Maoris told Mr. Mantell that they had not agreed to that, and requested Mr. Mantell to go away, saying that they had been deceived by Mr. Kemp, in that the inland portion of the country had been included. Mr. Mantell considered that probably the Maoris would not consent, probably the land would not be obtained, and probably Mr. Kemp's deed would be of no effect, and Mr. Mantell made the following statements: "The inland portion, which you are urging to have excluded, is, I consider, all fixed in Mr. Kemp's deed." The Maoris said, "The statements in Mr. Kemp's deed have been put in by him secretly and without authority." Mr. Mantell said, "Take the balance of Mr. Kemp's money. (1) The Government will pay for your land hereafter; (2) schools will be established at each kainga of yours throughout the tribe of Ngaitahu; (3) hospitals for you for the relief of your sick; (4) the Government will always take care of you and feed you that you may live." Then only were the Maoris willing to write their names to Mr. Mantell's document giving money. That money of Mr. Mantell's was part of Mr. Kemp's £2,000, which was the subject of the talk at Akaroa. All the world knows that it is true that the Government deceived the Ngaitahu and others of the Colony of New Zealand.

I will reply to Mr. Fenton's word, that the Ngaitahu were in dread of the inroads of Te Rauparaha. Mr. Fenton says that Mr. Kemp did not use the name of Ngatitao towards the Ngaitahu. It is correct that Mr. Kemp did intimidate the Ngaitahu by using these words: "If you do not take the money I will take it away to the Ngatitao; and if you still hold out soldiers will be sent hither to take your land." For you have referred in your report to the name of Te Rauparaha. I have heard that statement made respecting Ngaitahu during every year from the Commissioners, from the Ministers of the Parliament, and also from you, Mr. Fenton, that the Ngaitahu were a beaten people. I do not give credence to what you say, neither will it be believed by people who know the customs of war. Will you state boldly what battles Te Rauparaha gained, and the fightings in which his war-parties proved the stronger? In my opinion, Te Rauparaha was not victorious in his later fightings, and did not gain the last. You should be careful; you have revived those things, and your report will be the commencement of discussion between you and me in the future. You also refer to the Europeans having brought peace. I reply to that, that I would rather be dead than live to witness the distress and pain which my people suffer through the deceitful and unfulfilled words of the false-speaking race, the Europeans. You say, *Qui sentit commodum, sentire debet et onus*; but I have not seen any benefit derived by myself and my people from the Europeans. This is what I say: He who speaks falsely to another ought to feel the flames of hell.

With reference to the third paragraph in your report, do you believe that the land was surveyed before the purchase by Mr. Kemp? I heard that there was no plan, and that no surveyor had gone to survey Mr. Kemp's land, yet he falsely said in the deed that the land was shown on the plan. That statement was false and deceitful.

In your remark No. 4, you say that "you do not believe, and no one can believe who knows that gentleman, that Mr. Mantell used the threats attributed to him." You must be the only person who has not read Mr. Mantell's letter to Her Majesty's Secretary of State in the year 1856. You and your unbelieving friend had better go back and read these papers, and then he can fairly send in his report to Parliament. If you have a fault to find with the Maoris you can keep your opinion; it will not be believed, except perhaps by your advisers who set you up.

In paragraph No. 5, you say that Mr. Alexander Mackay was a zealous adviser. I will not admit that what you say is true. Mr. Mackay worked on the side of the Government. He did not do much for the Maoris, excepting perhaps in disputes of Maoris with Maoris; but he was not very strong in disputing with his masters, the Government. Also Mr. Rolleston, he worked for the Government on the side of the Crown. There was only one man with the Maoris, and that was the lawyer. However, he spoke as to the invalidity of the deed of cession, whereupon your Court deceitfully had written the name of your new Governor—namely, Governor John Hall. The statements made by that Court were all in English. The land, the subject of adjudication before your Court in 1868 was Kitorete, a settlement and a place whence food was obtained by the Maoris. The Court did not settle it. The Court knew at the time that they had done wrong, and therefore they gave land to soften the hardness of the Maoris; but the land Kaitorete, for which the Court was asked, was not returned. After that the Court sat in Otago to investigate the title to the lands which were reserved formerly. The Maoris asked for no extra land in fulfilment of Kemp's deed; but the Court and the Commissioners said this: "Will not you, the Maoris of Otago and Murihiku, desire some other

land in fulfilment of the words of the Government?" The Maoris did not regard with favour that word of Mr. Alexander Mackay's. Then they and some chiefs went into a room, and there talked, and the land agreed upon was Tautuku, in the Province of Otago, the area being 1,000 acres. That land has again been taken by the Government. After this, the Parliament sat in the same year (1868), and a law was enacted to set right the wrong-doing of your Court, and to give effect to the signing by Governor John Hall of his name to the deed of cession, so as to make valid the wrong work of that Native Land Court. I say, in reference to those Commissioners and the action of that Native Land Court, that it was not true, neither will it be believed by people of knowledge in the future.

Mr. Fenton says that the statements made in the petition of Ngaitahu were not made before the Native Land Court in 1868, or the Court could have given them proper consideration. I will ask you, why did you not consider that the words of the petition of Ngaitahu were unknown to you, and they were matters the right or wrong of which had not been inquired into, when you say that "you do not believe, nor can any one believe?" I consider that this objection is a very bad one; it is jealousy towards the Natives, and it is despising them. I will not believe your word that the Maoris have had the benefit, because the land and the property belonged to the Maoris. They did not derive all these from the Europeans, but the Europeans have done the Maoris out of the advantages. Mr. Fenton says that the Maoris have had hospitals, because the Government institutions have been open to the Maoris. I consider that the Maoris have not had these hospitals. It was said at the time that these buildings should be put up at the Maori settlements; therefore it is not true that that word has been fulfilled. Mr. Fenton says that the Maoris have had schools. I do not consider that these schools have been established. The schools which have been built have been done by the colony, and are not schools in consideration of land. Mr. Fenton says that these promises cannot be the subject of a money compensation. That is correct; these promises cannot be paid for with money; but they can be paid for if it be shown what lands went in consideration of those unfulfilled words. The payment would be the restoration of those lands. That is the only way in which compensation could be made. I will here quote the concluding portion of Mr. Fenton's report. He says, "that the prayer of the petitioners (Ngaitahu) should be granted literally is, of course, out of the question; but that the Government should provide a large quantity of land for the Maoris, to put a stop to the continual revival of claims."

In conclusion, I would say, for the information of Parliament, that, with reference to Mr. Fenton's report, the Government suggested to him to report in this way. My reason for saying this is, that he was appointed a Commissioner, and this was what took place in March, 1876, in the Native Minister's room: That Mr. Fenton was to be a Commissioner; that he was to go to the Ngaitahu, and inquire into the reasons from the people who sold the land; that the questions for inquiry by that Commissioner were to be told to him by Ngaitahu, when the Commissioner should sit. The Minister for Native affairs agreed to this. The words of the report are merely grumbling words; they have no force. They are deceitful words, and delusive; they are not true.

Mr. Fenton refers to that vessel the "Alabama." Is the same course to be taken with the Middle Island as with that vessel? What was done about her? Did not England pay on her account to the American Government because she was built on English soil?

Wellington, 26th October, 1876.

H. K. TAIAROA.

NO. 26.—REPORT OF NATIVE AFFAIRS COMMITTEE (Page 11, I.—3, 1878).

No. 130.—*Petition of John Topi Patuki*.—The petitioner states that he is a chief of the Ngaitahu and Ngatinamoe Tribes, and has been selected to manage their affairs; that a large portion of the South Island sold by the Ngatitoea Tribe to the Queen really belonged to the petitioner and the Tribes Ngaitahu, Ngatinamoe, Rangitane, and Ngatikuaia; and further, that these tribes have received no payment or other consideration therefor. The petitioner enters into a long statement regarding the Native intertribal wars by which, as the Ngatitoea chiefs alleged to the Government, they had acquired a title to the land by conquest—an allegation the correctness of which, however, the petitioner denies, stating that, on the contrary, his tribes were victorious. He prays for inquiry, consideration, and relief.

I am directed to report as follows: That the Committee are of opinion that if the complex questions of Native title raised by the petition are to be inquired into exhaustively it must be done by a different tribunal from a Select Parliamentary Committee, whose time is manifestly far too limited for such a purpose. The Committee are not prepared to express an opinion as to whether such an inquiry should be held or not, but recommend that it should receive the attention of the Government.

25th September, 1878.

NO. 27.—CORRESPONDENCE RELATIVE TO MIDDLE ISLAND NATIVE LAND PURCHASE COMMISSION. THE COMMISSIONERS TO HIS EXCELLENCY THE GOVERNOR.

SIR,—

Auckland, 9th August, 1880.

In February of last year we were honoured with your Excellency's Commission to inquire into certain matters connected with the purchase of Native lands in the Middle Island of New Zealand. We at once addressed ourselves to the task assigned to us, and have gone on with our work with all diligence, until compelled to suspend proceedings in consequence of our receiving an intimation from the Hon. the Native Minister that further expenditure on account of the Commission would not be authorised. Under these circumstances we feel it to be our duty to report to your Excellency the position in which we find ourselves placed with reference to the business intrusted to us, in order that we may receive your Excellency's further commands. We shall take the liberty of submitting for your Excellency's information a narrative of our proceedings in prosecuting the inquiry which we were required to make. We would premise that in the course of our

proceedings we have encountered many obstacles, some of which we are of opinion need not have been raised, but the result of which has been to cause a delay which would not otherwise have occurred. On the receipt of our Commission, on the 3rd March, 1879, we held a sitting in Wellington on the 13th of that month. Mr. Izard appeared as counsel for the Natives interested, and represented that an adjournment for some weeks would be necessary before opening the inquiry, giving reasons, in which the Commissioners fully concurred. A formal application was accordingly made by him on behalf of his clients (Mr. Taiaroa being present and assenting) for such an adjournment; and it was finally arranged that the Commission should sit at Christchurch on the 28th April. On the day fixed the Commission sat at Christchurch, and, on the application of the counsel for the Natives, adjourned to Kaiapoi.

In opening the inquiry, and frequently during its progress, the Commissioners expressed their desire to consult the convenience of the Natives interested by holding their sittings at such times and in such places as would best suit them. The object which we set before ourselves from the outset was to make the inquiry complete and exhaustive, so that there might be no ground left for a future reopening of the questions at issue between the Natives and the Crown. We resolved to give to the Natives the fullest opportunity of stating their whole case in their own way, reserving only to ourselves the option of seeking such further evidence as we might consider necessary after their case had been put before us by themselves or their counsel.

The Commission sat at Kaiapoi on the 5th May, and took much important evidence from a large number of the Ngaitahu Tribe with reference to the purchase of the so-called Ngaitahu Block, also from Messrs Kemp, Mantell, and Hamilton, through whose agency, as Land Purchase Commissioners, the main portion of the Middle Island was acquired from the above original owners. During the sitting at Kaiapoi the Commissioners met with the first obstacle to their proceedings. The counsel for the Natives desired the production of the original deed of cession of the Akaroa Block, and the Commissioners applied to the Government for it, with other original deeds. The Hon. the Commissioner of Crown Lands, Mr. Stout, refused to allow these deeds to be sent out of the office. A second difficulty arose in consequence of the refusal of the Hon. the Colonial Treasurer, Mr. Ballance, to authorise imprest advances which had been applied for and were required to meet current expenses, on the ground that there had been no vote by Parliament for the purpose. For these and other reasons, not necessary to be stated here, the Commissioners found it necessary to adjourn, which they did on the formal application of Mr. Izard, counsel for the Natives, who stated that his clients were not prepared to proceed with the inquiry of the Akaroa purchase without the production of the original deed of cession. An adjournment to Wellington *pro formâ* was proposed and acceded to by the Commissioners, with a view of affording opportunity of communication with the Government with reference to those and other questions (among others, the appointment of a person to take the evidence in Maori) which had arisen in the course of our proceedings, and of coming to some understanding with regard to resuming the inquiry at a future date.

The Commission adjourned from Kaiapoi on the 21st May, to meet in Wellington on the 27th of the same month. From Wellington it was further adjourned on the 27th May, to meet again on the 11th August in Auckland, where the Commissioners considered it desirable to hold a sitting, in order to obtain the evidence of the Chief Judge of the Native Land Court, Mr. Fenton, in connection with the proceedings of that Court in dealing with the order of reference to it of the Ngaitahu deed or arrangement at its sitting in Christchurch in 1868; also to obtain further evidence from Mr. Commissioner Kemp with reference to the Ngaitahu purchase.

The Commission met in Auckland pursuant to adjournment, obtained the evidence of Messrs. Fenton and Kemp, and on the 16th day of September adjourned, to sit again in Wellington on the 28th October, hoping that arrangements might then be made for resuming their work, and holding such sittings in the Middle Island as might be necessary.

The Commission sat in Wellington on the 28th October; but, in consequence of Parliament being then in session, it was found inconvenient to arrange for proceeding at once with our inquiry in the Middle Island; and, at the request of Mr. Taiaroa, who was a member of the General Assembly, and could not leave his parliamentary duties to attend the sittings of the Commission, a further postponement was decided upon. As, however, there were maps to be prepared for the use of the Commission, and witnesses whose evidence might be taken in Wellington, the Commission continued its sitting there, and obtained important evidence from Sir George Grey, Hon. Mr. Mantell, and Mr. Alexander Mackay on the subject of our inquiry.

On the 5th November the Commission adjourned to Otaki to obtain important evidence from the chief Matene te Whiwhi, who from physical infirmity was unable to travel to Wellington.

The sitting in Wellington was resumed on the 11th November, and continued to the 6th December, when we adjourned to the 13th January, 1880, as the earliest date at which it would be possible to make arrangements for proceeding to the Middle Island for the purpose of resuming our inquiry by the examination of resident Native witnesses.

On the 13th January, accordingly, the Commissioners again sat in Wellington, and proceeded to make arrangements for holding sittings in the Middle Island. The 2nd February was fixed for a sitting at Akaroa, to take evidence in reference to the purchase of the Akaroa Block by Mr. Hamilton in 1866. That date was fixed as the earliest which would allow time for giving the necessary notices. In the interval the Hon. Mr. Mantell was recalled, and gave further evidence before the Commission in Wellington.

On the 20th January we received a letter from the Hon. the Native Minister, Mr. Bryce, requesting to be informed of the progress made by the Commission. A copy of the letter and our reply thereto we beg to enclose for your Excellency's information.

On the 26th January Mr. Bell, of the firm of Izard and Bell, waited on the Commission and stated that in consequence of severe illness Mr. Izard, the counsel for the Natives, would be unable to attend the sitting notified to be held at Akaroa on the 2nd February, and requested us to postpone the Akaroa case. After communication with Mr. Taiaroa, then at Otakou, we decided

to proceed to Akaroa, in pursuance of the notice given, in order to explain to the Natives who might attend the reason for postponement.

Notice was then given of a sitting to be held in Dunedin on the 16th February, for the purpose of the inquiry into the Otakou and Murihiku purchases. The Commissioners accordingly sat *pro forma* at Akaroa on the 2nd February, and adjourned to Christchurch, where we sat from the 5th to the 10th February, obtaining important evidence from the Rev. J. W. Stack on the subject of Native reserves, schools, and other matters.

From Christchurch we proceeded to Dunedin, and, on the application of the counsel, adjourned the sitting to Port Chalmers, where we sat from the 18th to the 20th, examining a number of Native witnesses, and receiving the evidence of Judge Symonds, the officer employed by the Government in negotiating the purchase of the Otakou Block in 1844.

The Commission next sat at Waikouaiti from the 26th February to the 4th March, and took the evidence of a large number of witnesses, adjourning thence to sit on the 8th at Christchurch, where we hoped to obtain further evidence from the Rev. Mr. Stack, but were unable to do so in consequence of his absence on his clerical duties.

The Commission proceeded from Christchurch to Akaroa, where it sat from the 12th to the 17th March, taking important Native and European evidence; and from Akaroa we went to Riverton, finding it necessary to do so in order to obtain evidence, which we considered of importance in connection with the inquiry into the Murihiku purchase, from persons who could not come to Waikouaiti.

The Commission sat at Riverton on the 24th and 25th March, adjourning thence to sit again in Christchurch on the 2nd April.

At Christchurch more evidence was taken; and it was our intention to obtain evidence there from the Hon. W. Rolleston and the Hon. Major Richmond, but in consequence of arrangements made for the purpose falling through we were prevented from doing so. From Christchurch we adjourned on the 5th April to Wellington, to sit again on the 12th.

On the 13th April we received a letter from the Hon. the Native Minister, Mr. Bryce, suggesting the suspension of our proceedings until after the meeting of Parliament. Copies of that letter, with our reply thereto, and Mr. Bryce's rejoinder, we beg to enclose herewith for your Excellency's information.

Considering it necessary that we should meet to collate the evidence taken and decide upon what further evidence we should obtain, we determined to adjourn to Auckland, to meet on the 10th May. We met accordingly on that date, and found that the work connected with the collation of the evidence and putting into shape the records of our proceedings occupied a longer time than we anticipated. On the 16th June we adjourned, to meet again on the 19th July to complete the work.

On the 28th June we were informed, in reply to our requisitions for imprest advances on account of expenses, "that the Government cannot authorise any further advances on account of the Commission;" and subsequently an account, made up partly of items of expenses incurred for which a refund was asked, was presented by one of the Commissioners and refused payment with a similar intimation.

We have to apologize to your Excellency for the infliction of the above tedious narrative; but it appeared to us necessary to enable your Excellency to understand our position, with a view to such steps being taken as your Excellency may seem fit.

We also feel called upon to notice remarks made by the Hon. the Native Minister, Mr. Bryce, in his place in the House of Representatives, on the 2nd July ultimo, reported in *Hansard*, page 687. Mr. Bryce states that he had on many occasions applied to the Commissioners desiring to receive information as to when they were likely to make a report; but could never get any reply. We are not aware of any application or question put to us, either in writing or verbally, to which a reply was not given at once. The correspondence, copies of which accompany this letter, shows that replies were given to the only letters received by us on the subject. Mr. Bryce further states that he expressed to one of the Commissioners his surprise that no interim report had been received from them. On the 30th June the Commissioners referred to had an interview with Mr. Bryce on further imprest supplies for the Commission. Mr. Bryce expressed his opinion that it was not likely the House would vote a further supply, and, further, that the Government did not intend to ask for such a vote. Mr. Bryce then inquired why an interim report had not been sent in, and was answered that such a report could only be made at the expense of the final report, and that the final report would be sent in when the Commissioners had finished taking the necessary evidence, which might probably be done in about three months; and, in reply to a question from Mr. Bryce as to when the Commission were likely to send in their report, he was answered thus: "In about three months. I will go to Auckland and consult my colleague on the question of an interim report, but I have objections to any such report, as it could only be made at the expense of the final report."

With reference to presenting an *ad interim* report, we are at a loss to understand the object or advantage of doing so. The inquiry we have been directed to make relates to the past. We have to ascertain facts connected with transactions long since passed and concluded, and we have not, as in the case of the Native Commission on the West Coast, recommendations to make, the carrying-out of which might affect a final report.

With respect to the expenditure incurred, we feel that to be a question with which we are not called upon to deal. We accepted our Commission without reference to any question of the cost of carrying it out. That our expenditure has not been wasteful or extravagant the accounts will, we doubt not, sufficiently show. The amount expended may appear large, but it should be borne in mind that the work necessarily involved considerable outlay or expense. The Commissioners had to pay their secretary and shorthand reporter, also travelling-expenses for the whole party—passages by steamer, fares by railway, &c.—expenses of witnesses to a partial extent, hire of rooms, and numberless other expenses inseparable from such a work as devolved upon them, as it did, to hold

sittings in Auckland, Wellington, Otaki, Christchurch, Kaiapoi, Dunedin, Port Chalmers, Wai-kouaiti, Akaroa, and Riverton. The question of providing the necessary funds is, we presume, one for Parliament to deal with, and we will not remark further upon it.

As regards Mr. Bryce's reference to what he terms a "barren result," we have only to say that the result, so far as it has yet developed, has cost labour and care, as well as money, and we may, we think, be pardoned should we ask if it is not premature to stigmatize it as a barren one.

We have, &c.,

THOS. H. SMITH,
FRANCIS E. NAIRN,
Commissioners.

His Excellency Sir Hercules George Robert Robinson,
G.C.M.G., Governor of New Zealand.

Mr. T. W. LEWIS to the COMMISSIONERS.

GENTLEMEN,—

Native Office, Wellington, 19th January, 1880.

I have the honour, by direction of the Hon. the Native Minister, to request you will be good enough to report what progress you have made in connection with the Middle Island Commission since your last interview with him on the subject several weeks ago. Mr. Bryce desires me to state that, if such satisfactory progress has not been made as will indicate an early conclusion of the inquiry, the Government will seriously consider whether the Commission should not at once terminate.

I have, &c.,

T. H. Smith, Esq., and F. E. Nairn, Esq.,
Middle Island Commission, Wellington.

T. W. LEWIS,
Under-Secretary.

The Middle Island Native Land Purchase Commission,

SIR,— Provincial Buildings, Wellington, 20th January, 1880.

We have the honour to acknowledge receipt of Mr. Under-Secretary Lewis's letter, No. 1,332, requesting us to report what progress we have made in connection with the Middle Island Commission since our last interview with you on the subject several weeks ago.

In reply we have the honour to state that since the date of the interview referred to much important evidence has been taken by us—given by the gentlemen named in the margin.* We have further to state, for your information, that the prosecution of the inquiry we are charged with by our Commission, and which makes it necessary that we should sit at Akaroa and at Dunedin, has been delayed from various causes—among them, the fact that the Native chiefs, Hon. Mr. Taiaroa and Mr. Tainui, were unable to attend the sitting of the Commission at either of the places named until after the close of the late session of Parliament; also the fact that Mr. Izard, who has been engaged by them to prepare the evidence which is desired to lay before the Commission, was engaged in the Supreme Court at the time, and could not attend to their business. At the joint request of Mr. Taiaroa and of his counsel, Mr. Izard, a postponement of the sitting at Akaroa and Dunedin until after Christmas was assented to by us. The 2nd of February proximo has been fixed for the sitting of the Commission at Akaroa, notice of which appears in the *Kahiti o Niu Tireni*, No. 43, 10th December, 1879. And we are not aware of any cause of further delay in proceeding with the inquiry. So far as we can see at present, we expect to adjourn from Akaroa and Dunedin about the 16th February. It is manifestly impossible for us to limit the time within which the inquiry intrusted to us may be brought to a close, but, so far as we are able to judge from the course Mr. Izard proposes to follow in presenting the case of his clients, we do not anticipate protracted proceedings. We may add that, until the case, as put before us by him on behalf of the Natives interested, is completed, we shall not be in a position to say what further evidence we may consider it necessary to obtain before we are able to report to His Excellency the Governor.

We have, &c.,

THOS. H. SMITH,
F. E. NAIRN,
Commissioners.

The Hon. the Native Minister, Wellington.

Mr. T. W. LEWIS to the COMMISSIONERS.

GENTLEMEN,—

Native Office, Wellington, 12th April, 1880.

I have the honour, by direction of the Hon. the Native Minister, to inform you that the sum voted for the expenses of the Middle Island Commission is approaching exhaustion, and Mr. Bryce feels that Parliament would not justify him if he allowed the vote to be exceeded. I am to request you to be good enough to state whether he is right in supposing that there is little chance of the inquiry being completed and closed within the limits of the expenses prescribed by the Legislature. Mr. Bryce understands that you have just completed certain inquiries in the Middle Island, and would therefore suppose that a convenient stage has now been reached at which the inquiry might stop, until Parliament has determined whether an additional sum shall be devoted in continuance of the labours of the Commission. If the opinion above stated is correct, the Native Minister will feel it necessary to request that you will not incur any further expense in connection with your Commission, but will defer this request until he has your reply to this communication.

I have, &c.,

The Middle Island Commissioners, Wellington.

T. W. LEWIS,
Under-Secretary.

*A. Mackay, Esq., Sir George Grey, and Hon. Mr. Mantell.

The COMMISSIONERS to the Hon. the NATIVE MINISTER.

Middle Island Native Land Purchase Commission,
Wellington, 14th April, 1880.

SIR,—

We have the the honour to acknowledge the receipt of Mr. Under-Secretary Lewis's letter quoted in the margin (No. 1,610), informing us that the sum voted for the expenses of the Middle Island Commission is approaching exhaustion, requesting us to state our opinion as to whether the inquiry upon which we are engaged is likely to be "completed and closed within the limits of the expenses prescribed by the Legislature," and suggesting that a convenient stage has been reached at which that inquiry might stop until Parliament shall have determined whether an additional sum shall be devoted to its continuance.

In reply, we have the honour to state that in accepting our Commission we were not aware that any limits had been fixed within which the expenses of the Commission were to be kept; and, as we are not in a position to say that the limits to which Mr. Lewis's letter refers may not be exceeded should we proceed with our inquiry, we feel that our proper course is to acquiesce in your proposal that the inquiry should stop at its present stage, and that further expense in connection with our Commission should not be incurred until an opportunity has been given for reference to Parliament on the subject. In thus suspending the inquiry intrusted to us, we beg respectfully to express our view of the matter that the responsibility of doing so rests wholly upon yourself. We understand that, failing an assurance from us that the sum voted by Parliament will not be exceeded, we shall be requested not to incur further expense in connection with the Commission. That assurance we are unable to give, and the alternative is forced upon us. In pursuance of the course indicated, we shall now adjourn to Auckland, where we purpose collating the evidence already taken, and considering what further evidence may be required. Meanwhile we consider it necessary to retain the services of our secretary.

We have, &c.,

THOMAS H. SMITH,
FRANCIS E. NAIRN,
Commissioners.

The Hon. the Native Minister, Wellington.

Mr. T. W. LEWIS to the COMMISSIONERS.

GENTLEMEN,—

Native Office, Wellington, 16th April, 1880.

I have the honour, by direction of the Hon. the Native Minister, to acknowledge the receipt of your letter of the 14th instant, and to inform you, in reply, that Mr. Bryce is prepared to take the full responsibility of refusing to incur any expense whatever in connection with your inquiry in excess of the amount voted by Parliament. Until the whole of the accounts come in, Mr. Bryce is not aware of the exact balance which may remain unexpended of the vote; but he desires me to say that he will not pass any vouchers in excess of the sum voted, either for the services of a secretary or for any other purpose; nor is he even prepared to say that Parliament will be asked to vote any additional sum in connection with the Commission.

I have, &c.,

T. W. LEWIS,
Under-Secretary.

The Middle Island Commissioners, Wellington.

[TRANSLATION.]

HE Reta na nga Komihana o nga Hoko Whenua MAORI o te WAIPOUNAMU ki a Te KAWANA me etahi reta atu, mai hoki, ki Te Minita mo te Taha Maori.—(*I tukua ki nga Whare e rua o te Runanga Nui I runga i te whakahaau a te Kawana.*)

Ki a te KAWANA o Niu Tireni.

E TA,—

I a Pepuere o te tau kua pahure nei i whakataua e koe to Komihana ki a maua hei rapu i nga tikanga o roto i te hoko o nga whenua Maori i te motu o te Waipounamu o Niu Tireni. Tahuri tonu maua ki te mahi i whakaritea ma maua me ta maua mahi nui tonu a tae noa ki te wa i whakatarewatia ai i runga i te putanga mai o te kupu o te Minita mo te Taha Maori e kore e whakaaetia etahi atu moni ano mo nga mahi a te Komihana. I runga i enei tikanga e mea ana maua me tuku kupu atu maua ki a koe e te Kawana whakaatu i to maua ahua i runga i nga mahi i tukua ki a maua a kia puta mai ano etahi atu kupu ahau e te Kawana ki a maua. Era maua e ata korero atu ki a koe e te Kawana i a maua mahi i tukua mai hei whakahaerenga ma maua. E ki atu ana maua i runga i ta maua mahi ka nui nga raruraru i pa mai ki a maua, ko etahi o aua raruraru kaore tahi he tikanga i ara ai erangi i riro hei whakaroa i ta maua mahi, me i kore kua poto ake ano. I te turuturutanga o ta maua Komihana, i te 3 o Maehe, 1879, ka noho maua i Poneke i te 13 o taua Marama. I puta ake ko Mr. Izard hei roia mo nga Maori e pa ana ki te mahi a te Komihana a i ki ia tera ano etahi take e tika ai kia nekehia te Komihana mo etahi atu wiki ano ka tu, na i whakaae tonu te Komihana ki aua take—no reira ka tonoa e ia e taua roia mo te taha ki ona Maori (i reira ano a Taiaroa a i whakaae) kia nekehia, tuturu ana kia tu te Komihana ki Otautahi (Christchurch) a te 28 o Aperira. I taua ra i whakaritea ra tu ana te Komihana ki Otautahi (Christchurch) a i runga i te tono a te roia mo nga Maori nekehia atu ana ano ki Kaiapoi.

I te whakapuaretanga o taua whakawa me etahi takiwa i muri iho, i maha ano nga kiinga a nga Komihana era raua e haere i runga i te hiahia o nga Maori e whai take ana i roto i te Komihana mo te whakaritenga i nga wahi hei tunga mo te Komihana ara ki nga wahi e pai ano ki a ratou. Ko ta maua whai i te timatanga ano o ta maua mahi kia tino oti rawa ta maua rapu i nga mea katoa o ta maua mahi kia kore ai he take e ara mai ai ano nga tikanga i waenganui nei i te Karuana me nga Maori. I whakaaro maua kia tino puare he huarahi ki nga Maori hei korerotanga i to ratou take katoa ki a ratou ano te whakahaere, heoi ano te mea ki a maua ko te kimi i etahi korero atu ano mehemea e maharatia ana e maua i te mutunga o te taha ki a ratou me to ratou roia.

I noho te Komihana ki Kaiapoi i te 5 o Mei a he nui nga korero i tangohia i etahi tangata tokomaha o Ngaitahu mo te Poraka e mohiotia ana ko te Ngaitahu Poraka, i korero ano hoki a te Keepa, a Matara me Te Hamutana, ko ratou hoki nga kai-hoko whenua a na ratou i riro ai te nuinga o te Waipounamu te hoko i nga Maori no ratou aua whenua. I te nohanga o te Komihana i Kaiapoi ka puta ake te raruraru tuatahi ki nga Komihana i runga i ta raua whakahaere. I hiahia te roia mo nga Maori kia whakaputaina te tino Pukapuka Tuku o Akaroa Poraka katahi ka tono nga Komihana ki te Kawanatanga kia whakaputaina taua Pukapuka me etahi atu ano o nga tino Pukapuka Tuku. Ko Te Tauti te Komihana mo nga whenua Karauna kihai i whakaae kia puta mai aua pukapuka i waho o te Tari. Na ka puta ake ano te rua o nga raruraru i te korenga o te Kai-tiaki o nga moni, a Te Paranihi e whakaae ki te tuku moni ki te Komihana ahakoa tonoa hei whakarite i nga mea tika me nga mea e pau ana i te Komihana, ko te take i kore ai e whakaaetia he kore ano kaore i pootitia e te Paremete aua moni hei pera. I runga i enei take me etahi atu e kore e whakahuatia i konei, kitea ana e nga Komihana heoi ano me mutu ta raua mahi—na nekehia ana i runga i te tono a te roia mo nga Maori—i ki te roia e kore e ahei nga Maori ki te whakahaere i te taha ki a ratou mo te Hoko o Akaroa me puta ra ano te tino Pukapuka o te Tuku. Ka kiia kia nekehia ki Poneke a whakaae ana nga Komihana kia taea ai te whai kupu atu ki te Kawanatanga mo runga i enei me etahi atu putake korero (ko tetahi kia whakaturia he tangata hei tango i nga korero ki te reo Maori) i puta ake i roto i a maua mahi—tetahi putake kia mohiotia te ra hei mahinga ano mo te Komihana.

I nekehia mai te Komihana i Kaiapoi i te 21 o Mei kia huihui ki Poneke i te 27 ano o taua marana. Ka nekehia atu ano i Poneke i te 27 o Mei kia noho ki Akarana i te 11 o Akuhata—i whakaaro hoki nga Komihana e tika ana kia tu ki reira kia tangohia nga korero a Te Penetana Tumuaki Kai-whakawa o te Kooti Whenua Maori mo nga mahi a taua Kooti i runga i te kupu i tukua ki a ia mo te Pukapuka Tuku o Ngaitahu, whakaritenga ranei i te tunga o taua Kooti i Otautahi (Christchurch) i te tau 1868—ko tetahi mea i hiahia e te Komihana ko te tango i nga korero a Te Keepa, Komihana mo te hoko a Ngaitahu.

Ka tu te Komihana ki Akarana i runga i taua nekehanga tangohia ana nga korero a Te Penetana raua ko Te Keepa, a i te 16 o Hepetema ka nekehia i reira kia tu ano ki Poneke a te 20 o Oketopa, i runga i te mahara hoki tera pea e oti i reira etahi tikianga e mabi ai ano nga Komihana i ta raua mahi, a e tu ai ano te Komihana ki nga wahi e hiahia ai o te Waipounamu.

I te 28 o Oketopa ka noho te Komihana ki Poneke engari no te mea e tu ana te Paremete i taua takiwa kitea ana e kore e tino pai kia tu tonu te Komihana i taua wa ki te Waipounamu, a i runga hoki i te tono a Taiaroa he Mema hoki ia no te Paremete a kaore i kaha ki te whakarere i ona mahi ki te haere ki te Komihana ki te Waipounamu—na reira whakaaetia ano kia nekehia atu mo tetahi atu takiwa. Engari hoki i te hanga etahi mapi ma te Komihana, me etahi tangata hei korero i Poneke e noho ana, no reira ka noho tonu te Komihana i Poneke, a ko etahi korero nui mo te mahi a te Komihana i puta i a Ta Hori Kerei, ia Te Matara, me Te Make.

I te 5 o Noema ka nekehia te Komihana ki Otaki hei tango i etahi korero nui i a Matene te Whiwhi he mate koroheke nona i kore ai e ahei te haere mai ki Poneke.

Ka timata ano te noho o te Komihana ki Poneke i te 11 o Noema tae noa ki te 6 o Tihema, katahi ka nekehia atu e maua i reira ki te 13 o Hanuere, 1880, ko te takiwa tika hoki tera hei whakarite mo te haere ki te Waipounamu ki te whakahaere ano i ta maua mahi ki te uiui korero i nga Maori tangata-kainga.

I te 13 o Hanuere ka noho ano nga Komihana ki Poneke ki te whakarite mo te haere ki te Waipounamu. Whakaritea ana ko te 2 o Pepuere hei tunga ki Akaroa ki te tango korero mo te hoko a Te Hamutana i te Poraka o Akaroa i te tau 1856. Koina te ra tata rawa i whakaritea ai kia ahei nga panui te puta. Na i te takiwa e taria atu ana taua ra ka karangatia ano a Te Matara a ka korero ano ia ki te aroaro o te Komihana i Poneke.

I te 20 o Hanuere ka tae mai he reta ki a maua na Te Paraihe tono mai kia whakaaturia atu ki a ia kua pewhea nga mahi a ta maua Komihana. Ko te kape o taua reta me ta maua whakahoki ka tukua atu nei e maua kia mohio koe e Te Kawana.

I te 26 o Hanuere ka tae ake a Te Pere ki a maua, ko ia te hoa roia o Izard, ka korero ia ki a maua ka nui te mate o tona hoa te roia o nga Maori, a e kore ia e tae ki te tunga o te Komihana ki Akaroa i te 2 o nga ra Pepuere, katahi ia ka tono ki a maua ki a nekehia te korero mo Akaroa. I muri i te tunga kupu atu ki a Taiaroa i Otakou hoki ia, ka tuturu i a maua te haere ki Akaroa ki te whakarite i te panui, kia korerotia atu hoki ki nga Maori e hui ana ki reira i te take o te nekehanga.

Katahi ka tukua he panui whakaatu tera ano e tu te Komihana ki Otepoti (Dunedin) a te 16 o Pepuere hei whakawa i nga hoko o Otakou me Murihiku. I noho kau te Komihana ki Akaroa i te 2 o Pepuere e neke atu ana ki Otautahi (Christchurch) ka noho maua i reira i te 5 tae atu ki te 10 o Pepuere, tangohia e maua etahi korero nui i a Te Taka (Rev. Mr. Stack) mo runga i nga Rahui Maori, i nga kura me etahi atu mea.

Ka haere atu maua i Otautahi (Christchurch) ki Otepoti (Dunedin) a i runga i te tono a te roia ka nekehia atu te tunga o te Komihana ki Koputai (Port Chalmers) noho ana maua i reira i te 18 tae atu ki te 20 o nga ra o Pepuere, pataia ana etahi Maori kai-korero, rongo ana hoki i nga korero o te Haimona Kai-whakawa ko ia nei te apiha nana i whakahaere te hoko o te Otakou Poraka i te tau 1844.

No muri ka noho te Komihana ki Waikouaiti i te 26 o Pepuere tae atu ki te 4 o nga ra o Maehe, tuhia ana i reira nga kupu a etahi kai-korero tokomaha noa atu, haere atu ana i reira ki Otautahi (Christchurch) i whakaaro hoki mana tera e puta he kupu hou i a Te Taka (Rev. Mr. Stack) otira kaore i taea i te ngaro hoki ia ki ana mahi Minita.

Haere atu ana te Komihana i Otautahi (Christchurch) ahu atu ana ki Akaroa noho ana i reira i te 12 o nga ra o Maehe tae atu ki te 17 whakarongo ana i nga korero a etahi kai-korero Pakeha Maori hoki. Mahue ana a Akaroa i a maua haere atu ana ki Aparima (Riverton) i runga i te whakaaro me pera kia taea ai te tono i etahi korero nui a etahi tangata kihai i ahei ki te haere mai ki Waikouaiti, ko aua korero i pa ki te whiriwhiri mo te hoko o Murihiku.

Noho ana te Komihana ki Aparima (Riverton) i te 24 me te 25 o nga ra o Maehe mutu iho i reira hoki ana kia noho ai ki Otautahi (Christchurch) i te 2 o nga ra o Aperira.

Putā mai ana ano etahi korero i Otautahi (Christchurch) hiahia ana maua kia whai korero a Te Roretana (Hon. W. Rolleston) raua ko Meiha Retimana (Hon. Major Richmond) otira kaore i taea e maua. Haere mai ana maua i Otautahi (Christchurch) i te 5 o nga ra o Aperira hoki mai kia noho ai ki Poneke (Wellington) i te 12 o nga ra.

No te 13 o nga ra o Aperira ka tae mai te pukapuka a te Paraihe ki a maua, ki mai kia whakamutua pea ta maua mahi kia mutu ra ano te mahi o te Paramete. Ka tukua atu e maua he kape o taua pukapuka me ta maua pukapuka whakahoki atu me te kupu whakahoki mai ano a te Paraihe ki a maua hei whakamarama atu ki a koe e te Kawana.

I whakaaro maua me hui ano maua ki te whakatika ki te whakararangi i nga korero i kohia e maua, ki te whakaaro hoki mehemea me kohi ano etahi atu korero, no reira i whakaaro ai maua me haere ano maua ki Akarana i te 10 o nga ra o Mei, noho ana maua i taua ra, tae ana maua ki reira i taua ra katahi maua ka kite hé roa rawa te mahinga o aua mea me te whakatika me te whakararangi i nga korero me nga pukapuka. No te 16 o Hune ka mutu ta maua mahi kia hui ai ano i te 19 o nga ra o Hurae ki te whakaoti i taua mahi.

No te 28 o nga ra o Hune i runga i ta maua tono kia homai he moni ka kiia mai ki a maua kaore he moni a te Kawanatanga e kore hoki e taea te homai i etahi atu moni mo taua Komihana, no muri mai i tera ka tukua atu he kaute rarangi moni i pau i a maua te nuinga o aua moni i te utunga i o maua haereretanga, na tetahi ano o nga Komihana i tukua atu, otira i pera ano te kupu whakahoki mai kihai i whakaetia.

E pouri ana maua ki te roa o enei korero ka hoha hoki pea koe, otira i whakaaro maua me tuhi katoa kia mohio ai koe e te Kawana ki nga tikanga o a maua mahinga kia taea ai e koe e te Kawana te whakahaere i etahi ritenga e kitea ana e koe ka tika kia mahia.

E whakaaro ana maua i tika ana i konei kia whakahuatia e maua nga kupu i puta i a te Paraihe te Minita mo te Taha Maori i tana tuunga ki te whai korero i roto i te Whare Runanga i te 2 o nga ra o Hurae kua mahue ake nei. I ki a te Paraihe i reira kua maha noa atu ana tononga atu ki nga Komihana kia whakaaturia mai te wa e taea ai te tukua mai i ta raua ripota, kihai i whakahokia mai tana patai. Kaore rawa maua e mahara ana ki tetahi patai ki tetahi pukapuka ranei ki a maua, kihai nei i whakahokia atu e maua i reira tonu. E tukua atu ana e maua nga kape o nga pukapuka utu atu i nga pukapuka katoa i tukua mai ki a maua i runga i enei mea. I ki hoki a te Paraihe i patai ano ia ki tetahi o nga Komihana ki te take i kore ai e tukua mai te ripota tuatahi. I te 30 o nga ra o Hune ka whai korero atu aua Komihana ki a te Paraihi kia tukua mai etahi moni hei whakahaere i taua Komihana. Ki ana mai a te Paraihe ki tana mohio e kore e whakaetia etahi atu moni e te Whare e kore hoki e tonoa e te Kawanatanga etahi moni hei pera. Katahi a te Paraihe ka patai mai i te take i kore ai e tukua atu e maua he kupu whiriwhiri mo tetahi wahi o ta maua mahi. Kiia atu ana e maua ki te tukua he kupu pera tera e riro hei whakamate i ta maua tino ripoata (whakataunga) whakamutunga—engari ko te whakataunga whakamutunga tera ano e puta a te otinga o nga tino korero katoa i nga Komihana, a era pea e toru marama. Tetahi whakahoki ki tetahi patai mai ano a te Paraihe mo awhea tukua atu ai te ripoata (kupu whakatau) a nga Komihana i mea atu au. “Tera pea e toru marama. Ka haere au ki Akarana ka korero maua ko toku hoa mo te whakaputa i tetahi ripoata poto ma maua, engari kaore au i te pai no te mea era e eke kino ki runga ki ta maua tino whakataunga tuturu. Na mo te whakaputa i tetahi ripoata poto kaore e kitea e maua he take e pai ai kia peratia.

Ko ta maua whiriwhiri e pa ana ki nga mahi o maua. Ta maua mahi he kimi i nga take o roto i nga whakaritenga o maua kua pahure noa atu nei, a kaore a maua whakahau penei me te Komihana o te Tai Hauauru ana whakahaerea tera e takahi te tino whakataunga.

Na mo nga moni i pau i te Komihana ki ta maua whakaaro ehara tena i te kupu hei korero-tanga ma maua. I tu maua hei Komihana kaore i rongoi i te kupu e hia ranei nga moni ka pau mo taua mahi. Ko te pau nui o nga moni ma nga pire ena e whakamarama. He nui ano pea ki te tiro atu engari he nui tonu hoki no te mahi hei whakapau. Na nga Komihana ano i utu ta raua Hekeretari, me ta raua kai-tuhituhi ringa-poto me nga kopikopikotanga o ratou katoa, nga haerenga i runga tima, i runga rerewe—nga utu hoki o etahi o nga kai-korero me nga ruma, me etahi atu mea huhua hoki e tau ki runga ki nga Komihana i a raua nohoanga ki Akarana, ki Poneke, ki Otaki, ki Otautahi (Christchurch), ki Kaiapoi, ki Otepoti (Dunedin), ki Koputai (Port Chalmers), ki Waikouaiti, ki Akaroa, me Aparima (Riverton). Ko te kupu mo nga moni ki ta maua whakaaro ma te Paramete, heoi e kore maua e korero.

Mo te ki a te Paraihe kaore he hua o ta maua mahi—heoi ta maua i nui te uaua o te mahi kua nui hoki nga moni kua pau a e mea ana maua he tere rawa taua ki nei kaore he hua o ta maua mahi. Heoi ra ko maua tenei e Te Kawana.

Ko o tino Pononga rongoi,

Ko T. H. TE METE.

Ko F. E. NEANA.

Akarana, Akuhata 9, 1880.

E TA MA,—

Tari Maori, Poneke, Hanuere 19, 1880.

I runga i te whakahau a te Minita mo te Taha Maori e tono atu ana ahau ki a korua kia tukua mai tetahi kupu kua pewhea ranei te ahua o ta korua mahi i te Komihana mo te Waipounamu i muri i ta korua kitenga i a ia i era wiki noa atu ra. E hiahia ana a Te Paraihe kia ki atu au ki te kore e marama mai tetahi kupu mo nga mahi a te Komihana e kitea ai he ra tata hei otinga—tera e whakaarohia nuitia e Te Kawanatanga te whakamutu o te Komihana.

Heoi naku,

Ki a te Mete, Kia a te Neana,
Poneke.

Na TE RUIHI,
Heketari.

E TA,—

Poneke, Hanuere 20, 1880.

Kua tae mai te reta a Te Ruihi tono mai kia tukua atu e maua tetahi kupu whakaatu i te mahi a te Komihana o te Waipounamu o muri iho o to tatou kitenga i era wiki noa atu ra.

Ta maua kupu tenei i muri iho i taua kitenga o tatou kua tango maua i etahi korero nui i a te Make, i a Ta Hori Kerei, me te Matara. Tetahi kupu ano a maua he whakaatu atu ki a koe ko ta maua Komihana i whakaarohia nei kia tu ki Akaroa me Otepoti (Dunedin), ana etahi take huhua nana i roa ai. Ko tetahi o aua take he kore kaore e ahei a Taiaroa raua ko Tainui ki te haere ki te Komihana ki aua kainga kia mutu ra ano te Paremete—Tetahi hoki ko to ratou roia ko to nga Maori i te raruraru ke i roto i te Hupirimi Kooti i taua takiwa kaore i kaha ki te tahuri ki tana mahi. I te tono a Taiaroa raua ko ta ratou roia kia nekehia te Komihana mo Akaroa me Otepoti (Dunedin) hei muri o te Kirihimete whakaaetia ana e maua. Kua whakaritea hei tera Pepuere hei te 20 o nga ra te tunga o te Komihana ki Akaroa; koi na hoki te panui e mau ana i roto i te *Kahiti o Niu Tirenī*, No. 43, Tihema 10, 1870. Kaore maua e mohio ki tetahi take e whakaroangia ai te mahi a te Komihana. Ki ta maua titiro inaianei era maua e mutu mai i Akaroa me Otepoti (Dunedin) a te 16 o Pepuere. E kore e taea e maua te whakapoto te takiwa e mutu ai te mahi i tukua nei ki a maua—erangi ki ta maua titiro i runga i te taha ki nga Maori e kore ano e kumea roatia nga mahi. Tetahi kupu a maua kia oti rawa te taha ki nga Maori i ahua takoto mai nei ki a maua i ta ratou roia, katahi maua ka kaha ki te ki he aha ranei nga korero e toe atu ana hei rapunga ma maua a hei whai-kuputanga atu ki te Kawana.

Heoi na mana,
Na T. H. TE METE,
Na F. E. NEANA.

Ki te Minita mo te Taha Maori, Poneke.

E TA MA,—

Tari Maori, Poneke, 12 Aperira, 1880.

I runga i te whakahau a Te Minita mo te Taha Maori he whakaatu taku ki a korua ko nga moni i pootitia mo te Komihana o te Waipounamu kua tata te pau. Na e mea ana Te Paraihe e kore e whakaae te Paremete kia tukua e ia kia nui atu i era moni te paunga. He tono atu taku kia korua kia kiia mai mehemea he tika te whakaaro a Te Paraihe tera ano pea e taea te whakaoti ta korua mahi i roto i nga moni i whakaritea e te Whare. E mea ana a Te Paraihe kua oti tata nei i a korua etahi whiriwhiringa i te Waipounamu; a e mahara ana ia he takiwa pai tenei hei whakamutunga i te Komihana, kia whakaritea ra ano etahi atu moni e te Paremete hei mahi ma te Komihana. Mehemea e tika ana tenei whakaaro i runga nei, e mea ana te Minita mo te Taha Maori me tono atu ia ki a korua kia whakamutua te whakapau moni inaianei i runga i ta korua Komihana. Engari ka puritia ano e ia tona tono kia tae mai ra ano ta korua kupu whakahoki mo tenei reta.

Heoi,
Na TE RUIHI,
Heketari.

Ki nga Komihana, Poneke.

E TA,—

Poneke, 14 Aperira, 1880.

Kua tae mai te reta a Te Ruihi ki mai kua tata te pau o nga moni i pootitia mo te Komihana o te Waipounamu; me te tono mai kia whakaaturia atu ta maua mahi a me "kaua e puta atu i nga moni i whakaritea e te Whare," a me te ki mai ano hoki he takiwa pai tenei hei whakaotinga i taua mahi kia pootitia ra ano he moni hou e te Paremete hei whakahaere mo te Komihana.

Koia tenei ta maua kupu i ta maua whakaaetanga ki ta maua Komihana kaore maua i mohio tera ano kua takoto he rohe mo nga moni hei paunga i te Komihana. Na i te mea kaore maua e mohio mehemea ranei ki te mahi tonu maua tera e nui atu te pau o te moni i era e kiia ra e te reta a Te Ruihi—heoi ka whakaae maua kia mutu ta maua mahi mo tenei takiwa a kia kaua hoki e pau atu ano etahi moni kia oti ra ono te whakaritenga a te Paremete mo taua mahi. I runga i ta maua whakatarewa i ta maua mahi ko ta maua whakaaro tenei me tau anake ki runga ki a koe te tikanga i whakamutua ai taua mahi. Kua kiia mai hoki ki te kore e puta atu he kupu tuturu ma maua e kore aua moni i pootitia ra e pahikatia atu e nga mahi a te Komihana, ka tonoa maua kia mutu i konei te whakapau i nga moni, ko ta maua kupu tenei e kore maua e ahei ki te ki atu i tena kupu tuturu heoi kaore he huarahi ke atu. Na ko tenei ka hui maua ki Akarana ki te whiriwhiri i nga korero kua oti ki te aroaro o te Komihana a ki te whakarite hoki i nga korero e toe atu ana. Engari i tenei takiwa e mea ana maua kia mau tonu ki a maua ta maua Hekeretari.

Heoi na maua,
Na T. H. TE METE,
Na F. E. NEANA.

Ki Te Minita mo te Taha Maori, Poneke.

E TA MA,—

Tari Maori, Poneke, 16 Aperira, 1880.

I runga i te Whakahau a te Minita mo te Taha Maori mo ta korua reta—tenei au ka whakaatu atu ki a korua e whakaae ana a te Paraihe kia tau ki runga ki a ia anake te tikanga mo te whakamutunga i nga moni mo ta korua Komihana kia kaua e nui atu i nga mea i pootitia nei e te Paremete. Kia tae katoa mai nga pire katahi ano a te Paraihe ka mohio e hia ranei aua moni e toe ana. E kore ia e whakaae ki te whakamana i nga pukapuka moni ahakoa hei utu mo te Hekeretari mo te aha ranei mehemea e puta atu ana i nga moni i pootitia ra. Tetahi e kore ia e mea atu tera te Paremete e tonoa kia whakaritea ano etahi moni hou mo te Komihana.

Heoi,
Na TE RUIHI,
Heketari.

Ki Nga Komihana, Poneke.

Appointment of Commission.

NORMANBY, Governor.

To all to whom these presents shall come, and to THOMAS HENRY SMITH, of Auckland, and FRANCIS

EDWARD NAIRN, of Nelson, Esquires, Greeting :

WHEREAS it is expedient that a Commission consisting of two persons, one to be nominated by the Governor, and the other by or on behalf of the Natives interested in the subject of inquiry, should be appointed for the purpose of making the inquiry hereinafter mentioned : And whereas the aforesaid Natives have nominated the person hereinafter secondly named to act on such Commission on their behalf :

Now, therefore, know ye that I, George Augustus Constantine, Marquis of Normanby, the Governor of the Colony of New Zealand, having full trust and confidence in your impartiality, ability, and integrity, in pursuance and exercise of all powers and authorities enabling me in this behalf, and by and with the advice and consent of the Executive Council of the said colony, do hereby appoint you, the said Thomas Henry Smith, of Auckland, and Francis Edward Nairn, of Nelson, to be Commissioners, by all lawful ways and means, and subject to the terms of these presents, to examine and inquire into the several matters and things hereinafter set forth, that is to say,—To inquire into and ascertain in what manner the Ngaitahu Block of land, situate in the Middle Island, was purchased by Mr. Kemp and Mr. Mantell, in or about the years 1848 and 1849, from the Native owners thereof, notwithstanding a certain order of reference, dated the 28th day of April, 1868, signed by the Honourable John Hall, on behalf of the Governor of New Zealand, and “The Ngaitahu Reference Validation Act, 1868;” and to examine all deeds and documents relative to such purchase, and in respect thereof to investigate and determine—(1.) Whether or not any promises or conditions within the legitimate scope of the instructions and authority severally granted to the aforesaid Mr. Kemp and Mr. Mantell, and made by either of them respectively on behalf of the Crown at the time of the aforesaid purchase, yet remain to be fulfilled; and, if so, what is the amount of damage sustained by the aforesaid Natives by reason of such non-fulfilment. (2.) Whether any lands were reserved or agreed to be reserved and excepted out of the lands so purchased for the use of the aforesaid Natives; and, if so, whether such reserves have been made in terms of the original agreement in respect thereto, and, if not, what is the amount of damage sustained by the aforesaid Natives by reason of such reserves not having been so made. To inquire into and ascertain in a similar manner in all respects into the circumstances of the purchase from the Native owners thereof of the following blocks of land—that is to say, the Akaroa Block, by Mr. Hamilton, in 1856; the Otago Block, by Captain Symonds, in 1844; and the Murihiku Block, by Mr. Mantell, in 1853; and generally, by all lawful ways and means, to examine and inquire into every matter and thing touching and concerning the premises, in such manner, and at such time or times, and at such places, as you may appoint or determine: Provided that any such inquiry may be adjourned by you from time to time or place to place. And I do hereby authorise and empower you to have before you and examine all books, papers, maps, plans, documents, and writings whatsoever which you shall judge necessary or expedient relating to the subject-matter of this inquiry or any part thereof, and also to have before you, and examine on oath or otherwise as may be allowed by law, all witnesses or other person or persons (whether claimants or not) whom you shall judge capable of affording you any information touching or concerning the said inquiry or any part thereof: Provided always that nothing herein contained, or in the exercise of the powers hereby conferred, shall be deemed or construed to call into question the validity or due execution of any deed or instrument whereby any of the lands herein referred to were surrendered or ceded to Her Majesty. And I do further require you within two years from the date of these presents, or as much sooner as the same can conveniently be done (using all diligence), and thereafter from time to time as you shall think fit, to certify to me under your hands and seals your several proceedings and your opinion touching the premises, and that you do also report to me in the same manner what you deem to be the true and just condition of each case hereby referred to you for inquiry as aforesaid. And I do hereby declare that this Commission shall continue in full force and virtue, and that, subject to these presents, you, the said Commissioners, shall and may from time to time proceed in the execution thereof at such place or places and at such time or times as aforesaid as you shall judge convenient. And I do hereby further direct that, in any case where you shall differ in opinion in relation to any matter the subject of inquiry before you, or as to the course to be pursued in connection therewith in any way, then and in every such case you are hereby required to make a special report thereon to me, stating in such report the opinion which each of you has severally formed thereupon, together with the grounds and reasons of such opinion. And, lastly, I do hereby declare that this Commission is and is intended to be issued subject to the provisions of “The Commissioners’ Powers Act, 1867,” and “The Commissioners’ Powers Act Amendment Act, 1872.”

Given under the hand of His Excellency the Most Honourable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave of New Ross, in the County of Wexford in the Peerage of Ireland; a Member of Her Majesty’s Most Honourable Privy Council; (L.S.) Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George; Governor and Commander-in-Chief in and over Her Majesty’s Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony, at Wellington, this fifteenth day of February, in the year of our Lord one thousand eight hundred and seventy-nine. JOHN SHEEHAN.

Approved in Council.—FORSTER GORING, Clerk of the Executive Council.

The MIDDLE ISLAND COMMISSIONERS to the Hon. the NATIVE MINISTER.

Middle Island Native Land Purchases Commission,
Auckland, 31st January, 1881.

SIR,— We have the honour to transmit through you the accompanying report, with enclosure, addressed to His Excellency the Governor on the subject of the Commission held by us.

We have, &c.,

THOS. H. SMITH,

F. E. NAIRN,

Commissioners.

The Hon. the Native Minister, Wellington.

To His Excellency the Honourable Arthur Hamilton Gordon, K.G.C.M.G., Her Majesty's High Commissioner for the Western Pacific, Governor of New Zealand, &c.

MAY IT PLEASE YOUR EXCELLENCY,—

We, holding Her Majesty's Commission to inquire into and report upon certain matters connected with the purchase of land in the Middle Island of New Zealand, have the honour to address your Excellency upon the subject thereof. Your Excellency is doubtless cognisant of the fact that in February, 1879, a Commission under the hand of His Excellency the Marquis of Normanby and the Seal of the Colony of New Zealand was issued, by which we were commanded to inquire into, and, within two years from the date thereof, to report upon certain matters connected with the purchase of land in the Middle Island of New Zealand from the aboriginal owners. We presume that it has also come under your Excellency's notice that the prosecution of the inquiry which we were required to make under the Commission referred to was interrupted and suspended at the instance of the Hon. the Native Minister (Mr. Bryce), and that a letter upon this subject was addressed by us to your predecessor, Sir Hercules Robinson, on the 9th August last, and by His Excellency's command was presented to both Houses of the New Zealand Parliament. Seeing no prospect of being able to proceed further with the task assigned to us, as the period of two years has nearly expired, we conclude that our proper course is to return our Commission to your Excellency, which we now do. In so doing, however, we conceive it to be our duty to place in your Excellency's hands the results of our labour, in the hope that they may be found useful. We are strongly impressed with a sense of the magnitude of the questions which were the subject of our inquiry, and feel that the issues involved must yet be dealt with and decided by the local or by the Imperial Government; and we have the satisfaction of knowing that important evidence has been collected by us which could scarcely have been obtained by any Committee appointed by the New Zealand Parliament. So far, we venture to hope that our labours have not been in vain. From the circumstances to which we have referred, we are unable to present to your Excellency the detailed report required by our Commission, but we feel it to be our duty to state to your Excellency the opinion which we have been led to form during our inquiry, so far as it has proceeded.

Otakou and Ngaitahu Blocks.

Having regard to evidence laid before Select Committees of the House of Representatives, to the instructions of the Imperial Government given to Governors and officers who from time to time have been intrusted with the administration of New Zealand affairs, and to the evidence collected by us, we are of opinion that the transactions with the aboriginal natives for the surrender or cession of their lands in the Middle Island, carried out by Messrs. Symonds, Kemp, and Mantell, must be regarded as pledging the Crown (in the case of the Otakou Block by explicit stipulation, and in the case of the Ngaitahu Block by implication) to a reservation of a large proportion of the land for the exclusive benefit of the Maori owners. The Ngaitahu deed expressly says that the "greater portion" only is given up for the pakeha, not the whole of the land. We have then to consider what was that reserved proportion; and, seeing that the lands were in both cases understood to be bought for the New Zealand Company, we think it not unreasonable to assume that they were so bought in both cases with the understanding that they were to be administered upon the New Zealand Company's plan of setting apart one acre for the Maori for every ten acres sold to the pakeha, this plan being known at the time as the New Zealand Company's plan of colonisation, adopted before New Zealand became a British colony, acted upon in their settlements at Port Nicholson, Nelson, and Taranaki, and recognised, sanctioned, and insisted upon by the Imperial Government. Mr. Mantell, in a statement made by him to a Select Committee of the House of Representatives on Middle Island Native Affairs, asserts, with reference to the Otakou and Ngaitahu Blocks, that "in making these purchases it was clearly intended that nominally one-tenth, but virtually one-eleventh, was to be reserved for the Natives."

We consider that the promises made to the Native owners of the territory which is held to have been ceded by the deeds or agreements relating to what are called the Otakou and Ngaitahu Blocks must be held to amount to a distinct pledge that the lands included therein would be so dealt with by the pakeha that the Maori would share them with him, and that the consequences of the surrender would, under such administration, be so advantageous to the latter that, in comparison with future advantages, the money-payment offered ought to be regarded as, and really was, but a trifling part of the consideration. That such was understood by the Maoris to be promised, that such promises were made by the officers who treated with them for the cession of their land, and that the making of such promises was within the legitimate scope of the instructions and authority granted to those officers, is, we think, clearly shown by the evidence. Upon this point we have formed a decided opinion—namely, that the promises made amounted to this, and that the Maoris so understood them, though they probably did not at the time realise their full scope and importance. What they understood may, we think, be gathered from the contents of the various petitions and letters from time to time addressed to the Government and Legislature, the allegations in which we consider to be for the most part borne out by evidence. We refer more particularly to the following: (1) The statement of Matenga Taiaroa handed in to the Committee *re* Middle Island Native Affairs which sat in September, 1872; (2) letter of H. K. Taiaroa, addressed to Sir D. McLean on the 30th January, 1874, reporting upon the meeting of Ngaitahu, at Otakou

Heads, on the 22nd of same month; (3) petition of Natives assembled at Kaiapoi on the 25th March, 1874, addressed to the Speakers and members of the General Assembly then in session in Wellington; (4) petition of Ngaitahu to His Excellency the Marquis of Normanby, dated Otakou, 10th June, 1875; (5) the petition of John Topi Patuki to the House of Representatives, reported on by a Select Committee on Native Affairs on the 1st October, 1875; (6) petition of Ngaitahu to His Excellency the Marquis of Normanby, dated the 12th April, 1875; (7) statement by H. K. Taiaroa on Judge Fenton's report on Ngaitahu petition, dated the 26th October, 1876; (8) petition of chiefs of Ngaitahu to Ministers and members of the Legislature *re* Middle Island purchases, dated the 25th May, 1878; (9) letter of Wereta Tainui and others, addressed to the Premier and Native Minister, dated the 21st June, 1878; (10) letter from Te Maiharoa, addressed to the Hon. Mr. Sheehan September, 1878, *re* Middle Island land-claims.

It is perfectly clear to us that the sellers did not understand that they were parting with the whole of their interest in their land. The promises made, if they meant anything, meant that an interest in the land was reserved for them. It cannot be supposed that, with respect to the promises to establish schools and hospitals, and to promote their welfare generally, it was understood that these promises were to be completely and finally fulfilled immediately on the cession of their land; that hospitals and schools would be built and established forthwith; and that other provision for their needs would be then made as promised. It must have been meant and understood that these promises were only to be completely fulfilled in the future—that is, as the settlement of the land by the pakeha advanced, and funds accrued from its sale to European settlers. The reserves made by Mr. Mantell were merely intended as a present provision, which it was necessary to make at once, preparatory to the introduction of the pakeha settler—an instalment, as it were, on account, and one which Mr. Mantell was instructed to restrict as much as he possibly could by reducing to the narrowest limits the area of the reserves set apart by him. Those reserves were certainly not regarded, either by the Maoris concerned or by the officers who treated with them, as a fulfilment of promises made, or as satisfying the terms of the contracts entered into. These reserves were a "special provision," excepting from the sale "lands then occupied, the management of which the Maoris wished to retain in their own hands;" whereas the one acre for every ten to be reserved under the New Zealand Company's plan was to be reserved *for their benefit only*, but not to be subject to their management. As an instalment only, therefore, on account of the tenths could they be regarded; and, in the case of the Otakou Block, Mr. Symonds says distinctly that the further choice of reserves was left to be decided by His Excellency the Governor.

The result of our inquiry, so far as completed, has been to satisfy us that promises were made which involved a reservation for the benefit of the Native sellers of a large and permanent interest in the land ceded, which would be fairly and properly represented by one acre reserved for every ten acres sold to European settlers. No such reservation has been carried out. Had it been, it may be assumed that a fund would have been created out of which might have been defrayed the cost of establishing and maintaining hospitals and schools, and making other provision for the welfare of the Maori owners of the ceded lands as promised. We think it must be admitted that those promises remain unfulfilled. As regards schools, it would appear from the evidence that until very recently scarcely any attempt at fulfilment has been made. It is true that the obligation incurred by the Government in respect of the promise of additional reserves to be set apart for the aboriginal owners of the Ngaitahu Block was defined by the Native Land Court in 1868, when the Ngaitahu deed or agreement was referred to it; but, although the awards made by that Court have been declared by law to be in final extinguishment of the Native title within the boundaries delineated on the plan annexed to that document, it is, in our opinion, clear from the evidence taken by us—First, that the Natives interested as parties to that agreement were not aware of the fact, or of the object of such reference; second, that they were not represented or heard in Court as parties to that agreement; third, that, had they known that the whole question of that agreement was referred to a tribunal which had power under the Native Land Act, quoted in the order of reference, "to investigate the title to and interests in the Ngaitahu Block, and to make orders for the completion of the agreement upon such terms and conditions as the Court might think fit, or for the apportionment of the land between the parties interested therein as the Court might think equitable," in such case, we believe, questions would have been raised the inquiry into which would have materially affected the judgment of the Court—among others, that of the boundaries of the block, the description of which in the deed is so utterly vague, and in reference to which the evidence of the Maori witnesses examined by us is almost unanimous to the effect that they were not understood to include the Kaitorete Peninsula, or anything beyond a strip of land on the eastern seaboard, having for its inland boundary a line from Maungatere (Mount Grey) to Maungaataua, one of the boundaries of Symonds's purchase. These questions were not raised; and, in fixing the area of the awards made in satisfaction of the promise of future reserves, the Court acknowledges itself bound by the Crown witnesses in the interpretation of the terms of the contract. We notice also that an opinion then expressed by the Judge, that the allowance of fourteen acres per head was a liberal one, was afterwards entirely changed by him, as appears in his evidence before us and in his report on the petition of Ngaitahu in 1876. Had the Maoris interested in the Ngaitahu Block realised 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—first, the present value of all reserves which have been made for, and are now in the possession of, Maoris within those blocks; second, 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.

Murihiku.

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 attaches to the other purchases. In this case the land was ceded to the Crown, not sold to the New Zealand Company, and at a period long after that company had ceased to exist. It would, however, appear that similar promises with respect to schools, hospitals, and other advantages were made to the sellers for the purpose of inducing them to part with their land; and that, at least in two cases, reserves were promised which were not made—namely, at Waimatuku and at Piopiotahi. Our inquiry into the circumstances attending the purchase of this block was not completed, and we therefore can do no more than call attention to the evidence so far as it goes, and to two valuable reports by Mr. H. T. Clarke, R.M., addressed to the Hon. the Colonial Secretary on the 29th and 30th September, 1864; also to a memorandum upon those reports penned by the Hon. Sir William Fox, then, if we mistake not, holding the Native Minister's portfolio; also to an able memorandum by Mr. Rolleston, then Under-Secretary, Native Department, dated the 14th December, 1865.

We shall have the honour of forwarding, for your Excellency's information, addressed to the care of the Hon. the Native Minister, papers and records, as per enclosed schedule, connected with the inquiry which we entered upon in virtue of our commission, and which we prosecuted as far as circumstances permitted. In conclusion, we humbly crave your Excellency's indulgence and favourable consideration of the circumstances under which this our *quasi*-report has been drawn up and is now respectfully presented to your Excellency, duly certified under our hands and seals, this 31st day of January, 1881.

(L.S.) THOMAS H. SMITH,
(L.S.) F. E. NAIRN, } Commissioners.

Enclosure.—Schedule: (1) Commission; (2) minutes of proceedings, books Nos. 1 and 2; (3) evidence and minutes of evidence taken by Commissioners; (4) appendix; (5) copies of correspondence, letters, and telegrams; (6) maps and plans; (7) census papers.

No. 28.—PROVINCE OF WELLINGTON.—PART I.—I. WELLINGTON DISTRICT.—DEEDE, No. 1.—PORT NICHOLSON BLOCK (ORIGINAL PURCHASE), WELLINGTON DISTRICT.

KNOW ALL MEN by these presents that we the undersigned chiefs of the harbour and district of Wanga Nui Atera, commonly called Port Nicholson, in Cook's Straits, in New Zealand, do say and declare that we are the sole and only proprietors or owners of the lands, tenements, woods, bays, harbours, rivers, streams, and creeks within certain boundaries as shall be truly detailed in this deed or instrument: Be it therefore known unto all men that we, the chiefs whose names are signed to this deed or instrument, have this day sold and parted with all right, title, and interest in all the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks as shall be hereafter described unto William Wakefield, Esq., in trust for the governors, directors, and shareholders of the New Zealand Land Company of London, their heirs, administrators, and assigns for ever, in consideration of having received as a full and just payment for the same 100 red blankets, 120 muskets, 2 tierces of tobacco, 48 iron pots, 2 cases of soap, 15 fowling-pieces, 21 kegs of gunpowder, 1 cask of ball-cartridges, 1 keg of lead slabs, 100 cartouche boxes, 100 tomahawks, 40 pipe-tomahawks, 1 case of pipes, 24 spades, 50 steel axes, 1,200 fish-hooks, 12 bullet-moulds, 144 shirts, 20 jackets, 20 pairs of trousers, 60 red night-caps, 300 yards of cotton duck, 200 yards of calico, 100 yards of check, 240 pocket handkerchiefs, 24 slates and 200 pencils, 120 looking-glasses, 120 pocket-knives, 120 pairs of scissors, 12 pairs of shoes, 12 umbrellas, 12 hats, 2lb. of beads, 100 yards of ribbon, 144 Jews' harps, 12 razors, 120 dressing-combs, 72 hoes, 2 suits of superfine clothes, 12 shaving-boxes and brushes, 20 muskets, 24 adzes, and 12 sticks of sealing-wax, which we, the aforesaid chiefs, do hereby acknowledge to have been received by us from the aforesaid William Wakefield. And, in order to prevent any dispute or misunderstanding, and to guarantee more strongly unto the said William Wakefield, his executors and administrators, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever true and undisputed possession of the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks, we, the undersigned chiefs, for ourselves, our heirs, administrators, and assigns for ever, do hereby agree and bind ourselves individually and collectively to the description following, which constitutes the boundaries of the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks now sold by us, the undersigned chiefs, to the said William Wakefield, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, this 27th day of September, in the year of our Lord 1839, that is to say: The whole of the bay, harbour, and district of Wanga Nui Atera, commonly called Port Nicholson, situate on the north-eastern side of Cook's Straits, in New Zealand. The summit of the range of mountains known by the name of Turakirai from the point where the said range strikes the sea in Cook's Straits, outside the eastern headland of the said bay and harbour of Wanga Nui Atera or Port Nicholson, along the summit of the said range called Turakirai at the distance of about twelve English miles, more or less, from the low-water mark on the eastern shore of the said bay or harbour of Wanga Nui Atera or Port Nicholson, until the foot of the high range of mountains called Tararua, situate about forty English miles, more or less, from the sandy beach at the north-eastern extremity of the said bay or harbour of Wanga Nui Atera or Port Nicholson, is the eastern boundary of the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks. From the point where the eastern boundary strikes the foot of the aforesaid Tararua range of mountains along the foot of the said Tararua Range until the point where the range of mountains called Rimarap strikes the foot of the said Tararua Range is the north-eastern boundary of the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks. From the said point where the Rimarap range of mountains strikes the foot of the Tararua Range, along the summit of the said Rimarap range of mountains, at a distance of about twelve English miles, more or less, from the low-water mark on the western shore of the said bay or harbour of Wanga Nui Atera or Port Nicholson, until the point where the Rimarap Range strikes the sea in Cook's Straits outside the western headland of the said bay of Wanga Nui Atera or Port Nicholson, is the western boundary of the said lands, tenements, woods, bays, harbours, rivers streams, and creeks. From the said point where the Rimarap range of mountains strikes the sea in Cook's Straits, in a direct line to the aforesaid point where the Turakirai Range strikes the sea in the said Cook's Straits, is the southern boundary of the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks. Be it also known that the said bay, harbour, and district of Wanga Nui Atera or Port Nicholson does include the Island of Makaroa and the Island of Matiu, which islands are both situate in the said Harbour of Wanga Nui Atera or Port Nicholson, as well as all other lands, tenements, woods, bays, harbours, rivers, streams, and creeks situate within the aforesaid boundaries, and now sold by us, the aforesaid chiefs, to the said William Wakefield in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever. And we do hereby acknowledge, for ourselves, our heirs, administrators, and assigns for ever, to have this day received from the said William Wakefield full and just payment for the said lands, tenements, woods, bays, harbours, rivers, streams, and creeks situate within the aforesaid boundaries of the said bay, harbour, and district of Wanga Nui Atera or Port Nicholson, in Cook's Straits, in New Zealand. And he, the said William Wakefield, is to have and to hold the lands, tenements, woods, bays, harbours, rivers, streams, and creeks as aforesaid, and all the above bargained premises unto the said William Wakefield, his executors and administrators, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, to and for their own proper use and uses, and as and for their own proper goods and chattels from henceforth and for ever. And we, the said chiefs as undersigned, hereby, for ourselves, our heirs, administrators, and assigns for ever, do covenant, promise, and agree to and with the said William Wakefield, his executors and administrators, in manner following, that is to say: That the said hereby-bargained premises, and every part thereof, are, and so for ever shall be, remain, and continue unto the said governors, directors, and share-

holders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, free and clear, and freely and clearly acquitted, discharged, and exonerated of, from, and against all former and other gifts, claims, grants, bargains, sales, and incumbrances whatsoever; and we, the undersigned chiefs, do further promise and bind ourselves, our families, tribes, and successors, individually and collectively, to assist, defend, and protect the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, as aforesaid. And the said William Wakefield, on behalf of the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, does hereby covenant, promise, and agree to and with the said chiefs that a portion of the land ceded by them, equal to a tenth part of the whole, will be reserved by the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, and held in trust by them for the future benefit of the said chiefs, their families, and heirs for ever.

In witness whereof the said chiefs on the one part, and the said William Wakefield on the other part, have hereunto put their hands and seals this 27th day of September, in the year of our Lord 1839.

Matangi x his mark.	L.S.	Etueko x his mark.	L.S.
Epuni x his mark.	L.S.	Tingatoro x his mark.	L.S.
Bouacawa x his mark.	L.S.	Tuati x his mark.	L.S.
Rongatua x his mark.	L.S.	Wakaradi x his mark.	L.S.
Kariwa x his mark.	L.S.	Emau x his mark.	L.S.
Kaihaia x his mark.	L.S.	Atuawera x his mark.	L.S.
Hawia x his mark.	L.S.	Ewareh x his mark.	L.S.
Tuarau x his mark.	L.S.	Warepori x his mark.	L.S.

Witnesses—Rich. Barrett. Tho. Lowry, chief mate. Nayti. W. Wakefield.

No. 29.—COPY of the NEW ZEALAND COMPANY'S SECOND DEED of PURCHASE, including the Nelson District, dated 25th October, 1839.

KNOW ALL MEN by these presents that we, the undersigned chiefs of Kapiti or Entry Island, and the country adjacent to the said island on both sides of Cook Strait, in New Zealand, have this day sold and parted with all our rights, claims, titles, and interests in all the lands, islands, tenements, woods, bays, harbours, rivers, streams, and creeks within certain boundaries as shall be duly described in this deed or instrument, unto William Wakefield, Esq., in trust for the governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, in consideration of having received, as a full and just payment of the same, 6 single-barrelled guns, 5 double-barrelled guns, 100 red blankets, 5cwt. and 1qr. tobacco, 20 muskets, 50 iron pots, 2 cases of soap, 20 kegs of powder, 1 keg of lead slabs, 50 cartouche-boxes, 100 tomahawks, 20 pipe-tomahawks, 1,440 pipes, 24 spades, 50 steel axes, 1,000 fish-hooks, 72 shirts, 200yds. of check, 120 pocket-handkerchiefs, 24 slates and 200 pencils, 60 looking-glasses, 120 pocket-knives, 60 pairs of scissors, 60 dressing-combs, 1 cask of ball-cartridge, 500 flints, 6 quires of cartridge-paper, 60 jackets and pairs of trousers, 12 Flushing coats, 12 adzes, 2lb. of beads, and 12 shaving-boxes and razors, which we, the aforesaid chiefs, do hereby acknowledge to have been received by us from the aforesaid William Wakefield. And, in order to prevent any dispute or misunderstanding, and to guarantee more strongly unto the said William Wakefield, his executors and administrators, in trust for the said governors, directors, and shareholders of the New Zealand Land Company of London, their heirs, administrators, and assigns for ever, true and undisputed possession of the aforesaid lands, islands, &c., we, the undersigned chiefs, for ourselves, our families, tribes, and successors for ever, do hereby agree and bind ourselves, individually and collectively, to the description following, which constitutes the boundaries of the said lands, islands, &c., now sold by us, the undersigned chiefs, to the said William Wakefield, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, this 25th day of October, in the year of our Lord 1839—that is to say, the whole of the lands, islands, &c., which are now in our possession, or to which we now lay any claim, or in which we now have any rights or interests, on the southern as well as on the northern shore of Cook Strait, in New Zealand, comprising all those lands, islands, &c., situate on the southern shore of the said Cook Strait, which are bounded on the south by the parallel of the 43rd degree of south latitude, and on the west, north, and east by the sea, including Taitapu, Wanganui, Onetana or Cape Farewell, Pakawai, Takaka, Taomiti, Motueka, Waimea, Whakatu, Wakapuaka, Kaiana, and Hoiano, in Blind Bay; Rangitoto or D'Urville Island, the Hoiere or Pelorus River, Admiralty Bay, and the several islands of Motungarara, Kararu, Kakaho, and Nukuaiaata, situate therein; Omahanga or Port Gore, Totaranui or Queen Charlotte's Sound, Wanganui or Port Underwood, in Cloudy Bay; the river and district of Wairoa, Parinuiowiti, Kaparatiao, Te Karaka or Cape Campbell, Waipapa, Mangamaunu, Kaikoura, Aitiu, Peketa te Kiakia, Omihi, and Te Whanga; and also comprising all those lands, islands, &c., situate on the northern shore of Cook Strait, which are bounded on the north-east by a direct line drawn from the southern head of the river or harbour of Makao, situate on the West Coast, in the latitude of about 38 degrees south, to Cape Tehukahore, situate on the East Coast, in the latitude of about 41 degrees south; and on the east, south, and west by the sea; excepting always the Island of Kapiti or Entry Island and the small islands adjacent thereto, and the Island of Mana or Table Island, all situate on the said northern shore of Cook Strait, but including Tehukahore, Warehama, Bangiwakawa, Wainerap, Turakina, Wanganuiatera, or Port Nicholson, Rimarap, Operangao, Omeri, Tekamero, Ohariu, Titahi, Porirua, Ohoeke, Terewarewa, Waikawa, Waimea, Otaki, Owaha,

Manawatu, Rangitikei, Wangaihu, Turakina, Wanganui, Waitotara, Whenuakura, Patea, Tangahoe, Ngatiruanui, Pahakahatiro, Taranaki, Moturoa, and the several other Sugar Loaf Islands, and the river or harbour of Mokao. And we, the undersigned chiefs, do hereby acknowledge for ourselves, our families, tribes, and successors for ever, to have this day received full and just payment for the said lands, islands, &c., within the aforesaid boundaries; and he, the said William Wakefield, is to have and to hold the lands, islands, &c., as aforesaid, unto the said William Wakefield, his executors and administrators, in trust for the governors, directors, and shareholders of the New Zealand Company, of London, their heirs, administrators, and assigns, to and for their own proper use, and as and for their own proper goods and chattels, from henceforth and for ever; and we, the said chiefs, as undersigned, hereby, for ourselves, our families, tribes, and successors for ever, do covenant, promise, and agree to and with the said William Wakefield in manner following: that is to say, that the said hereby-bargained premises, and every part thereof, are, and so for ever shall be, remain, and continue unto the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, free and clear, and freely and clearly acquitted, discharged, and exonerated of, from, and against all former and other gifts, claims, grants, bargains, sales, and encumbrances whatsoever; and we, the undersigned chiefs, do further promise and bind ourselves, our families, tribes, and successors, to assist, defend, and protect the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, in maintaining an undisputed possession of the aforesaid lands, islands, &c., sold by us to the said William Wakefield, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, as aforesaid; and the said William Wakefield, on behalf of the said governors, and directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, does hereby covenant, promise, and agree to and with the said chiefs in manner following: that is to say, that a portion of the land ceded by them, suitable and sufficient for the residence and proper maintenance of the said chiefs, their tribes and families, will be reserved by the said governors and directors and shareholders of the New Zealand Land Company, of London, and held in trust by them for the future benefit of the said chiefs, their families, tribes, and successors for ever.

In witness whereof, the said chiefs of the first part, and the said William Wakefield of the second part, have hereunto put their hands and seals this 25th day of October, in the year of our Lord 1839.

Te Hiko, his x mark.

Rauparaha, for himself,
Naoranga, and Nohorua, his x mark.

Tungia, his x mark.

Te Whetu, for himself

Mure, his x mark.

Taki, his x mark.

Etou, his x mark.

Paiohi, his x mark.

Tamaihngia, or Charley,
for himself and brother,
his x mark.

Rangihiroa, his x mark.

Tutahanga, his x mark.

Rangihaeata, his x mark.

W. Wakefield.

Witnesses—Richard Lowry. George W. Lewis. George Doddrey.

A true copy, the same having been compared with the original document by us.

R. T. YATES, Commissioner's Secretary.

EDWARD HARDY, Gentleman, Auckland.

No. 30.—COPY of the NEW ZEALAND COMPANY'S THIRD DEED of PURCHASE from the NATIVES, dated 8th November, 1839.

KNOW ALL MEN by these presents that we, the undersigned chiefs of the Ngatiawa Tribes, residing in Queen Charlotte's Sound and other places on both sides of Cook Strait, in New Zealand, have this day sold and parted with all our rights, claims, titles, and interests in all the lands, islands, tenements, woods, bays, harbours, rivers, streams, and creeks within certain boundaries as shall be truly described in this deed or instrument, unto William Wakefield, Esquire, in trust for the governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, in consideration of having received as a full and just payment for the same 10 single-barrelled guns, 3 double-barrelled guns, 100 red blankets, 10 cwt. and 2 qr. of tobacco, 60 muskets, 50 iron pots, 40 kegs of gunpowder, 2 kegs of lead slabs, 50 cartouche-boxes, 100 tomahawks, 1 case of pipes, 24 spades, 20 axes, 10 adzes, 1,000 fish-hooks, 60 shirts, 200 yards of print, 120 pocket-handkerchiefs, 24 slates, 200 pencils, 24 looking-glasses, 36 pocket-knives, 24 pairs of scissors, 24 combs, 2 lb. of beads, 12 shaving-boxes and razors, 1,000 flints, 12 jackets and pairs of trousers, 5 quires of cartridge-paper, 12 bullet-moulds, and 2 cases of soap, which we, the aforesaid chiefs, do hereby acknowledge to have been received by us from the aforesaid William Wakefield. And, in order to prevent any dispute or misunderstanding, and to guarantee more strongly unto the said William Wakefield, his executors and administrators, in trust for the said governors, directors, and shareholders of the New Zealand Company, of London, their heirs, administrators, and assigns for ever, true and undisputed possession of the aforesaid lands, tenements, islands, &c., we, the undersigned chiefs, for ourselves, our families, tribes, and successors for ever, do hereby agree and bind ourselves, individually and collectively, to the description following, which constitutes the boundaries of the said lands, islands, tenements, &c., now sold by us, the undersigned chiefs, to the said William Wakefield, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, this 8th day of November, in the year of our Lord 1839—that is to say, the whole of the lands, islands, tenements, &c., which are now in our possession, or to which we now lay claim, or on which we have

any rights or interests, on the southern as well as on the northern shore of Cook Strait, in New Zealand, comprising all those lands, islands, tenements, &c., situate on the southern shore of Cook Strait, which are bounded on the south by the parallel of the 43rd degree of south latitude, and on the west, north, and east by the sea, including Taitapu, Wanganui, Onetaua or Cape Farewell, Pakawau, Takaka, Taomite, Motueka, Waimea, Wakatu, Wakapuaka, Karawa, and Hoiane, in Blind Bay; Rangitoto or D'Urville's Island, the Hoiere or Pelorus River, Admiralty Bay, and the several islands of Motungara, Kararu, Kakaho, and Mukuaite, situate therein; Omahanga or Port Gore, Queen Charlotte's Sound, and the Tory Channel, including Mohukawa, Anahou Okokota, Meretoto or Ship's Cove, Te Kurakura or Shag Cove, Punaruawiti or West Bay, Watapu Niritu te era Wahine, Anakiwa Ngakutu, Te Weringa, Waitohi Wata Manga, Kotuna Hitana, Opua Mohi, Te Tio or Oyster Bay, Owarua Onara, Ngahu, the islands of Arapara, including Okukari, Wekanui, and East Bay; the islands of Motuara, Kietu or Long Island, Matapara, and the Tui Kiopi, Wanganui or Cloudy Bay, the river and district of Wairau, Paraniuiwiti Kaparatiao, Te Karaku or Cape Campbell, Waipupu, Mangamaunu, Kaikora, Aitiu, Pekata te Kiakia, Omihia, and Te Whanga; and also comprising all those lands, islands, tenements, &c., situate on the northern shore of the said Cook Strait, which are bounded on the north-east by a direct line drawn from the southern head of the river or harbour of Mokau, situate on the West Coast in latitude of about 38 degrees south, to Cape Tikukahore, situate on the East Coast, in the latitude of about 41 degrees south, and on the east, south, and west by the sea; excepting always the Island of Kapiti or Entry Island, and the small islands adjacent thereto, and the Island of Mana or Table Island, all situate on the said northern shore of Cook Strait, but including Tehukakore, Warehaura, Rangiwhakawa, Wairarapa, Turakina, Wanganuiotera or Port Nicholson, Rimarap, Oteranga, Omeri, Tekamero, Oariu, Titahi, Porirua, Ohoeaka, Te Rawarewa, Waikanai, Waimea, Otaki, Owaha, Manawetu, Rangitiki, Wangaihu, Turakina, Wanganui, Waitotara, Whenuakura, Patea, Tangahoe, Ngatiruanui, Pahakatiro, Taranaki, Moturoa, and the several Sugar Loaf Islands, and the river or harbour of Mokau. And we, the undersigned chiefs, do hereby acknowledge, for ourselves, our families, tribes, and successors for ever, to have this day received full and just payment for the lands, islands, tenements, &c., within the aforesaid boundaries; and he, the said William Wakefield, is to have and to hold the lands, islands, tenements, &c., as aforesaid, and the said William Wakefield, his executors and administrators, in trust for the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, to and for their own proper use, and as and for their own proper goods and chattels, from henceforth and for ever; and we, the said chiefs, as undersigned, hereby for ourselves, our families, tribes, and successors for ever, do covenant, promise, and agree to and with the said William Wakefield in manner following: that is to say, that the said hereby-bargained premises and every part thereof are, and so for ever shall be, remain, and continue under the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns, free and clear, and freely and clearly acquitted, discharged, and exonerated of, from, and against all former and other gifts, claims, grants, bargains, sales, and encumbrances whatsoever. And we, the undersigned chiefs, do further promise and bind ourselves, our families, tribes, and successors, to assist, defend, and protect the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, in maintaining the quiet and undisputed possession of the aforesaid lands, islands, tenements, &c., sold by us to the said William Wakefield, in trust for the said governor, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, as aforesaid; and the said William Wakefield, on the behalf of the said governors, directors, and shareholders of the New Zealand Land Company, of London, their heirs, administrators, and assigns for ever, does hereby covenant, promise, and agree to and with the said chiefs, in manner following: that is to say, that a portion of the land ceded by them, suitable and sufficient for the residence and proper maintenance of the said chiefs, their tribes and families, will be reserved by the said governors, directors, and shareholders of the New Zealand Land Company, of London, and held in trust by them for the future benefit of the said chiefs, their families, tribes, and successors for ever.

In witness whereof, the said chiefs of the first part, and the said William Wakefield of the second part, have hereunto put their hands and seals this 8th day of November, in the year of our Lord 1839.

Ngatiawas :

Te Whiti, for himself and
E. Redi, his x mark.

Hame, his x mark.

Puketapu :

Nga Pakawa, his x mark.
Patukekeno, for himself
and Toheroa, his x
mark.
Te Whitikau, his x mark.
Kaupane, his x mark.

Rauponga, his x mark.
Te Moko, his x mark.
Te One, his x mark.
Wairuna, his x mark.
Te Mutu, his x mark.
Koori, his x mark.

Ngamotu :

Waitara, his x mark.
Te Piro, his x mark.
Manurau, his x mark.
Mare, his x mark.
Te Rake, his x mark.
Te Rangiaureri, his x mark.
Poaringa, his x mark.
Aneta, his x mark.

Tiro, his x mark.
Poata, his x mark.
Watino, his x mark.
Hine, his x mark.
Karaka, his x mark.
Tutara, his x mark.
Takanga, his x mark.
Pakohi, his x mark.

Tanawa :

Te Peke, his x mark.

Ngatimatui :

Nga Rewa, his x mark.

W. Wakefield.

Witnesses : R. Barrett, Richard Lowry, George Doddrey, Himiona.

No. 31.—[Extract from I.-2, 1882, folio 33, Appendix to Journals House of Representatives, 1882.]—No. 52 of 1882.—PETITION OF H. K. TAIAROA AND IHAIA TAINUI.

PETITIONERS state that they are chiefs of the Ngaitapu and Ngatimamoe; that previous to the establishment of the colony the great bulk of the land in the South Island belonged to these two tribes; that when selling the land to the colonists petitioners stipulated for ample reserves, and for the erection of hospitals and schools; that in regard to some of the sales they were given to understand that one acre in ten should be reserved; that these promises have never been fulfilled; that for years past this grievance has been brought before Parliament, and that it has always been acknowledged that there are unfulfilled promises; that in 1879 a Commission was appointed to inquire into the extent of the alleged unfulfilled promises; that the Commissioners sat and did much important work, but before it could be completed the Commission was dissolved; that, notwithstanding the premature termination of its labours, the Commission made a report establishing the important points of the petitioners' case; that petitioners have spent thousands of pounds and much time in seeking for redress; and that they consider it is incumbent upon Parliament to fulfil the conditions upon which the land was surrendered. Petitioners pray that effect may be given to the report of the Middle Island Native Land Purchase Commission.

I am directed to report as follows: That the substance of the petition may be summed up under three heads—namely (1.) That when the Middle Island purchases were made there was an engagement that, in addition to the cash-payments for the land, ample reserves should be made for the Natives to reside upon. (2.) That in regard to "Kemp's purchase" and the "Otago Block," it was arranged that an acre in ten should be set apart for the benefit of the Maoris. (3.) That schools and hospitals were to have been provided for the use of the Natives within the districts named above.

1. In regard to the first allegation, it is in evidence that the reserves made at a sitting of the Native Land Court, held at Christchurch on the 7th May, 1868, were given in final settlement of all claims under this head. The Committee would further refer to "The Ngaitahu Reference Validation Act, 1868," in confirmation of this position.

2. There is no evidence to show that the claim for what are called the "tenths" was thought of until within the last few years. The purchase deeds contain no mention of them. Mr. Commissioner Mackay, who for many years has been conversant with Maori affairs in the Middle Island, says that he had heard nothing of the claim amongst the Natives themselves until recently.

3. Schools and medical attendance have been supplied since 1868 fully, and since 1865 partially, wherever and whenever required; but there are two cases in which the Natives have refused schools, lest accepting them should interfere with claims upon the colony. These places are Aorarowhenua and Moeraki. Prior to 1868, however, there was not that attention to this matter that there ought to have been, and it may be fairly considered how far the colony is liable to pay the Natives of the present day the arrears due to a past generation. The Committee thinks that it would be comparatively easy for the Government to ascertain how much the due carrying-out of these engagements, prior to 1868, would have cost the country, and recommends that this should be done. This having been ascertained, the value ought to be given to the Natives in inalienable reserves in such a manner as would insure the poorer people against want in old age and sickness.

Legislation will no doubt be required to carry out the recommendation contained in the foregoing paragraph; but, in view of arriving at a permanent and equitable settlement, the Committee considers that some trouble should be taken, and the needful sacrifice made. The Committee recommends this report to the earnest attention of the Government.

25th August, 1882.

No. 32.—REPORT ON MIDDLE ISLAND NATIVE LAND QUESTION, BY MR. COMMISSIONER MACKAY.

MR. A. MACKAY to the Hon. the NATIVE MINISTER.

SIR,—

Temuka, 5th May, 1887.

I have the honour to transmit herewith my report on the Middle Island question referred to me under Royal Commission, dated the 12th May, 1886, and beg respectfully to request that the same may be laid before His Excellency the Governor, to whom it is addressed. The importance of the matter has compelled me to go to some length in dealing with it, for the purpose of placing the whole question in an intelligible shape, to enable it to be fully comprehended, and all the obligations, whether legally or morally binding on the Government, to be fulfilled in the fullest and fairest manner.

The whole of the land-purchases in the southern provinces have been dealt with in my report, and the recommendations made in regard to the Ngaitahu and Murihiku purchases are of a twofold character. (a.) That blocks of land should be set apart as an endowment to provide an independent fund for the promotion of the objects which were held out to the Natives as an inducement to part with their land. A fund of this kind would possess manifold advantages, one of the chief being that the moneys accruing for the purpose would be derived from a permanent and independent source,

removed from the ever-varying influence of Parliament, or other causes which have hitherto interfered with an equitable fulfilment of the claims of the southern Natives. The following objects are some of the purposes for which the moneys could be expended: (1) The erection and maintenance of schoolhouses and other buildings for general purposes; (2) the fencing, improving, and drainage of land; (3) the purchase of implements of husbandry; (4) medical aid and medicines; (5) schoolmasters' salaries; (6) purchase of books and other school-requisites; (7) contribution to local rates; (8) the purchase of food and clothing for destitute and decrepit Natives; (9) and generally for any other purposes that would tend to promote the social and moral welfare of the Natives. (b.) That blocks of land be set apart for the use and occupation of the Natives to an extent that would augment the quantity owned by each man, woman, and child to fifty acres per head.

Under those heads the following quantities have been recommended in the under-mentioned blocks: namely, Ngaitahu Purchase—(1) Endowment purposes, 100,000 acres; (2) individual use and occupation, in addition to the quantity already reserved, 30,700 acres: total, 130,700 acres. Murihiku Purchase—(1) Endowment purposes, 40,000 acres; (2) individual use and occupation, in addition to the quantity already reserved, 15,412 acres: total, 55,412 acres. Being a gross total of 186,112 acres for all purposes in both blocks. The Akaroa purchases are included in the Ngaitahu Block. I have not made any recommendation in respect of the Otakou Block, but have furnished full particulars touching the acquisition of the land and the obligations pertaining to it, which will serve as a basis of operation for future action.

I have been unable to fully complete the whole of the duties devolving upon me under the Commission as regards—(1) The selection of the land; (2) the ascertainment of the names, &c., on whose behalf provision of land should be made. As regards the first matter, the Survey Department possesses the best facilities for this part of the work, and I would beg to recommend that it be asked to perform the duty. With reference to the second, the actual position of the matter as regards individual acreage cannot be finally determined until the whole of the Court-work is completed, and the records of acreage—allotted individually—are made up for each settlement.

Under the proposition made by me touching the land to be set apart for endowment purposes, there is nothing to prevent some of the best pastoral or agricultural land being appropriated for it, as existing rights will not be interfered with, nor will the settlement of the country be impeded, as it will still, notwithstanding the dedication to other uses, remain under the control of the Commissioner of Crown Lands, to be treated precisely in the same manner as other waste lands, the only difference being that the revenue accruing would have to be paid to a separate account.

Although the obligations of the Government in regard to the Native claims in the South Island have been recognised over and over again, and many efforts of late have been made to devise some satisfactory adjustment of them, every attempt that has been made hitherto appears to have left the question almost as far removed as ever from a complete settlement; and I venture to indulge a hope that this may not prove the case in the present instance, for, even if the recommendations made do not meet with approval in their entirety, they will serve as a basis of operation on which other and perhaps more recommendable propositions can be founded.

In conclusion, I would beg to point out that I adopted the course detailed in my report from a sincere desire to aid, to the best of my ability, a speedy termination of the manifold diverse views and opinions which have arisen with respect to these claims, as well as to promote to the utmost a satisfactory settlement of these long-outstanding questions; and I venture to express a hope, when all the circumstances are fully comprehended, that a fair and generous view of the case will be taken, and that Government will find in all parties a desire to facilitate, by all means in their power, the satisfactory adjustment of a question that has remained so long in abeyance.

I have, &c.,

The Hon. the Native Minister, Wellington.

A. MACKAY.

To His Excellency Sir William Francis Drummond Jervois, Lieutenant-General in Her Majesty's Army, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY,—

Under the Commission issued by your Excellency, dated the 12th day of May, 1886, and the additional powers conferred under the second Commission, dated the 20th July, 1886, the following duties devolved on me: viz., to inquire into and report on the allegations made by and on behalf of certain Natives residing in the Middle Island of New Zealand that the reserves and awards of land formerly made for their use and occupation are inadequate for their maintenance and support, and also to inquire whether any half-castes are still unprovided with land, as well as to ascertain whether the Natives interested in the inquiry held by the Commission appointed in the year 1879 to investigate and inquire whether certain matters pertaining to the purchases of land in the Middle Island enumerated in the aforesaid Commission—viz., (1) The Otakou Block; (2) the Ngaitahu or Kemp's Block; (3) the Murihiku Block; (4) the Akaroa Block—are willing or desirous of accepting a grant of land in final settlement of any claims or demands on the Government for the non-fulfilment of any of the terms or conditions of the deeds of purchase, or of any promises made in connection therewith, and to recommend the quantity and locality of the land to be set apart.

It is proposed to confine the first portion of the report to the questions arising out of the sale of the Ngaitahu or Kemp's Block and the Murihiku Block, as the most important particulars concerning the non-fulfilment of the conditions relative to the acquisition of the territory comprised therein are associated with these purchases.

In order to bring the main circumstances in connection with these purchases before you, it will be necessary to furnish your Excellency with a brief history of the manner in which the lands were

acquired, and I propose to do this by a simple narrative of facts, with a view to establish beyond dispute that the Natives concerned therein are entitled to be liberally dealt with for the non-fulfilment of the conditions of sale, and the promises held out to induce them to part with their lands for a small cash payment. In pursuance with the intention, I propose to deal with these purchases in chronological order, and will commence with Kemp's purchase, it being first in point of time.

Kemp's Purchase.

Kemp's or the Ngaitahu Purchase, as it is also known by, was effected close upon forty years ago. The deed was executed at Akaroa, Banks Peninsula, on the 12th June, 1848, and comprises all that tract of country bounded towards the north by a line drawn from Kaiapoi on the east to Cape Foulwind on the west; on the east and west by the ocean; and on the south by a line drawn from the Nuggets, beyond the Molyneux River, on the East to Milford Haven on the West Coast. The aggregate area of the block included within the above-named boundaries exceeds 20,000,000 acres. The price paid was £2,000, and land to the extent of 6,359 acres was set apart as reserves for the Natives shortly after the sale. After describing the boundaries, the deed of sale contains the following conditions (according to the English version) as regards the reservations to be made for the Natives: viz., "Our places of residence and our cultivations are to be reserved for us and our children after us, and it shall be for the Governor hereafter to set apart an additional portion for us when the land is surveyed by the surveyors."

The Natives contend, and this view was upheld in the Native Land Court in 1868, that the phrase "*mahinga kai*," used in the Maori copy of the deed, has a much wider interpretation than the translation into English gives it. It was held in the Court that this phrase would include, besides cultivations, pipi-grounds, eel-weirs, and fisheries, excluding merely hunting-grounds and similar things, which were never made property in the sense of appropriation by labour. The Maori view of the phrase is that it includes, besides their cultivations, the right of fishing, catching birds and rats, procuring berries and fern-root over any portion of the lands within the block. Under this interpretation they would be entitled to roam at will over the whole country—a state of affairs that could not have been contemplated.

In 1844, at the time the New Zealand Company's purchases were under consideration, it was resolved that the reservations as regards the pas and cultivations should be understood to mean as follows: That the pa should be considered to be the ground that is fenced around the Native houses, including the ground in cultivation or occupation around the adjoining houses without the fence, and that the nature and meaning of the word "cultivations" were to be understood to apply to those tracts of country which were in use by the Natives for vegetable productions, or which have been so used by them since the establishment of the colony.

It would seem by a despatch dated the 25th March, 1848, from Governor Grey to Earl Grey, having reference to a visit of the former to the Middle Island, and also to the tenor of the directions given to Lieut.-Governor Eyre respecting the purchase of the territory comprised within the Ngaitahu Block, that the settlement of the Native claims was intended to be made on the following terms—viz., That ample reserves for the present and reasonable future wants should be set apart for the claimants and their descendants, and registered as reserves for that purpose; and, after the boundaries of the reserves had been marked out, then the right of the Natives to the whole of the remainder of the block should be purchased. Similar instructions were given to Mr. Kemp, the officer who was charged with the duty of acquiring the land, as will be seen by the following extract from the letter of instructions to him dated the 25th April, 1848: "The object of your mission is the extinguishment of any title which may, upon inquiry, be found to be vested in the Natives to the tract of country lying between the district purchased from the Ngaitahu Tribe and that purchased by the New Zealand Company at Otago. In entering upon the arrangements necessary to effect this object, it will be your duty to reserve to the Natives ample portions of land for their present and prospective wants; and then, after the boundaries of these reserves have been marked, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island."

A perusal of the correspondence on the subject will show that the details of the purchase were carried out at variance with the original intentions, and that, instead of the reserves for the Natives being marked off as was contemplated, and then the remainder of the district purchased, the money was paid in the first place, and the reserves left to be determined at a future time;—a plan which placed the Natives entirely in the hands of the Government as to the quantity of land to be set apart;—a position that was taken advantage of to circumscribe the area of land allotted to them to the narrowest limits, as will be seen from extracts taken from the evidence given by the Hon. Mr. Mantell before the Native Land Court in April and May, 1868, at the investigation of the ownership of the Native reserves set apart in Kemp's Purchase.

Before quoting the extracts alluded to, it is necessary to premise that, in consequence of Mr. Kemp not defining the reserves to be set apart for the Natives, the Government were necessitated to depute Mr. Mantell to take up Mr. Kemp's unexecuted work. Mr. Mantell, after explaining his action generally to the Court in regard to the setting-apart of reserves for the Natives in the Ngaitahu Block, stated, *inter alia*, "In marking out these reserves I was obliged, in some cases, to give way in order to effect an arrangement. I yielded to the Natives as to locality, but brought them down as to the quantity of land the reserves should contain. My impression is that the Government never intended to complete the reserves in accordance with the clause in Mr. Kemp's deed. The price paid to the Natives was not to be taken as the consideration for the land; they were to consider the value of the reserves given to them, and the promise that the Government would erect schools and hospitals for the sick, and appoint officers to look after their interests. Although strenuous exertions have been made, these promises have not been carried out by preceding Governments. These promises were not in the deed. . . . I believed at the time, and reported to that effect, that the reserves were sufficient for the present and future wants of the Natives, but now

I believe them to be insufficient. . . . I think now the reserves ought to have been larger. I have come to this conclusion because the Native sources of food are lessened. . . . At that time my estimate was Colonel McCleverty's, whom I consulted. The idea was to allow enough to furnish bare subsistence by their own labour. . . . I have not said that I thought the reserves sufficient to satisfy the honour of the Crown, but, according to Colonel McCleverty's opinion, sufficient to live upon. . . . My rule, in calculating what quantity of land I would give the Natives, was that I allowed ten acres to each man, woman, and child. . . . In making the allowance I tried to allow as little as the Natives would agree to take. The reserves I then made were intended for present wants. I left it to be determined at some future time what allowance should be made to them. . . . I was instructed verbally by Lieut.-Governor Eyre to make certain promises to the Natives of what the Government intended to do for them in addition to paying for the land. I made this representation, and found it had great weight in inducing the Natives to come under the deed, but these promises have not yet been fulfilled. Was also instructed in writing only to mark out reserves around and including pas, residences, or cultivations to the extent that may be necessary for the resident Natives, but to inform them that the Crown will hereafter mark out for them such additional reserves as may be considered necessary for their future wants. I took refuge under this promise with the Natives. The reserves may be looked on as the result of a struggle, in which I got the land reduced as much as possible. I used to tell the people that if they were dissatisfied they must appeal to the Governor; and in one case (Waikouaiti) this was done, and they got an immediate increase." With regard to the reservation of all weirs and fisheries, Mr. Mantell stated before the Court that he gave the Natives to understand in 1848 that they could use their eel-weirs so long as the Government did not require them for purposes of general settlement.

Sufficient evidence has been adduced in the foregoing extracts to show that the Natives, instead of being consulted in respect of the land they desired to retain, were coerced into accepting as little as they could be induced to receive.

The following extract from a despatch from Governor Grey to Earl Grey, dated the 20th March, 1849, will show that the Natives were not consulted either relative to the purchase-money paid for their land. After adverting to the tenor of a letter addressed to Lieut.-Governor Eyre by the New Zealand Company's principal agent relative to the payment for the acquisition of the Ngaitahu Block now under review, as well as pointing out the inconvenience experienced by the local Government through the existing arrangements with the company in regard to the Land Fund, His Excellency concludes, "I should mention to your Lordship regarding this tract of territory which the New Zealand Company, through their agent, contend should have been taken from the Natives without their consent, that its area comprehends several millions of acres, and that the sum to be paid for the purchase of any rights which the Natives might have over any portion of this territory, except the small reserves kept for their use, was only £2,000. . . . To act upon the principle that where the Natives are so weak that they cannot defend their lands, the Government should assert what the New Zealand Company now represent as the rights of the Crown, and forcibly take the Natives' land from them, and again to refrain from asserting the so-called rights of the Crown when the Natives are so strong that they could protect themselves, would certainly acquire for the Government the contempt as well as the distrust of the whole Native population; and that especially when, as in the present case, the Natives made no factious opposition to the occupation of their lands, but cheerfully yielded all their rights for that sum which, without consulting their wishes, the Government had fixed as a just amount."

The extent of land ultimately reserved for the Natives in 1848 was 6,359 acres, a quantity that can hardly be considered to come within the meaning of ample reserves for the present and future wants of a population of 637 individuals, the number of Natives then to be provided for within the block. The Governor was empowered under the terms of the deed of purchase to set apart additional lands for the Natives when the country was surveyed; but even that condition was only partially fulfilled in 1868, a period of twenty years after the date of the engagement. The Natives were under the impression that under the terms of the deed they were entitled to the use of all their "mahinga kai" (food-producing places); but they found, as the country got occupied by the Europeans, they became gradually restricted to narrower limits, until they no longer possessed the freedom adapted to their mode of life. Every year as the settlement of the country progressed the privilege of roaming in any direction they pleased in search of food-supplies became more limited. Their means of obtaining subsistence in this way was also lessened through the settlers destroying, for pastime or other purposes, the birds which constituted their food, or, for purposes of improvement, draining the swamps, lagoons, and watercourses from which they obtained their supplies of fish. Their ordinary subsistence failing them through these causes, and lacking the energy or ability of supplementing their means of livelihood by labour, they led a life of misery and semi-starvation on the few acres set apart for them.

The following extract from a despatch dated the 7th April, 1847, from Governor Grey to Earl Grey indicates the injustice that was perpetrated on the Ngaitahu owners of Kemp's Block, through being deprived of their former mode of subsistence without any equivalent being given them when setting apart their reserves. His Excellency points out that "The Natives do not support themselves solely by cultivation, but from fern-root, from fishing, from eel-ponds (weirs), from catching birds, from hunting wild pigs, for which they require extensive runs, and by suchlike pursuits. To deprive them of their wild lands, and to limit them to lands for the purpose of cultivation, is, in fact, to cut off from them some of the most important means of subsistence. As they cannot be readily and abruptly forced into becoming a solely agricultural people, such an attempt would be unjust, and it must for the present fail, because the Natives would not submit to it. Indeed, they could not do so, for they are not yet to a sufficient extent provided even with the most simple agricultural implements, nor have they been instructed in the use of them."

The same question is dealt with in a letter from Earl Grey to the Wesleyan Missionary Committee, dated the 13th April, 1848. After referring the Committee to the despatches to Governor Grey relative to the question then under discussion touching the stipulations contained in the Treaty of Waitangi respecting the proprietary rights of the Natives, his Lordship, in alluding to the manner in which the question would have been dealt with had the treaty never been concluded, observes that it would have been the duty of the Governor, as the Crown representative, to take care that the Native inhabitants of New Zealand were secured in the enjoyment of an ample extent of land to meet all their real wants. In taking measures for this purpose their habits would have been considered, and, though it certainly would not have been held that the cultivation and appropriation of tracts of land capable of supporting a large population must be forborne because an inconsiderable number of Natives had been accustomed to derive some part of their subsistence from hunting and fishing on them, on the other hand the settlement of such lands would not have been allowed to deprive the Natives even of these resources without providing for them in some other way advantages fully equal to those they might lose.

In acquiring the land from the Natives in the Middle Island, the instructions issued by the Imperial Government appear to have been entirely disregarded. In the instructions from the Colonial Office to Governor Hobson in 1839 he was enjoined as follows: "All dealings with the aborigines for their lands must be conducted on the same principles of sincerity, justice, and good faith as must govern your transactions with them for the recognition of Her Majesty's sovereignty in the Islands. Nor is this all: they must not be permitted to enter into any contracts in which they might be the ignorant and unintentional authors of injuries to themselves. You will not, for example, purchase from them any territory the retention of which by them would be essential or highly conducive to their own comfort, safety, or subsistence. The acquisition of land by the Crown must be confined to such districts as the Natives can alienate without distress or inconvenience to themselves. To secure the observance of this will be one of the first duties of their official protector. . . . There are other duties owing to the aborigines of New Zealand which may be all comprised in the comprehensive expression of promoting their civilisation, understanding by that term whatever relates to the religious, intellectual, and social advancement of mankind."

In furtherance of this object, and for the purpose of providing the necessary funds, Governor Hobson was instructed, under date the 28th of February, 1841, as follows: "As often as any sale shall hereafter be effected in the colony of lands acquired by purchase from the aborigines, there must be carried to the credit of the Protector of Aborigines a sum amounting to no less than 15 nor more than 20 per cent. of the purchase-money, which sum will constitute a fund for defraying the charge of the Protector's establishment, and for defraying all other charges, on the recommendation of the Protector, the Governor and the Executive Council may have authorised for promoting the health, civilisation, education, and spiritual care of the Natives."

It may possibly be urged that these instructions could not have been given effect to in the Middle Island after the acquisition of the land in 1848, in consequence of the existing arrangements with the New Zealand Company, as detailed in the 10th and 11th Vict., c. 112, which placed the control of the land funds in the hands of the company. Practically, however, the matter was not very largely affected by this position of affairs, as the company did not exercise any right of ownership over the bulk of the territory comprised in Kemp's Block, its operations being confined to the disposal to the Canterbury Association of a block of land comprising 2,500,000 acres, extending from Double Corner to the mouth of the River Ashburton.

Under the original agreement with the company in 1840 the Government had the power to make reservations of land within the company's settlements for the benefit of the Natives, in pursuance with the company's engagements to that effect—*i.e.*, to reserve for the purpose one-tenth of all lands to be granted to the company under the terms of the aforesaid agreement, the Government reserving to themselves, in respect of all other lands, to make such arrangements as to them shall seem just and expedient for the benefit of the Natives. It is very questionable, however, whether this power remained in the Crown in regard to lands vested in the company after the passing of the 10th and 11th Vict., as that Act vested all the demesne land of the Crown in the Province of New Munster, and all the estate and right of Her Majesty therein, or power and authority over the same or any part thereof, absolutely and entirely in the New Zealand Company, subject, of course, to any existing rights of the Natives at the time the land became the property of the Crown; but the Government could not claim, on behalf of the Natives, to set apart a tenth of the land without there was an express stipulation to that effect in the deed of cession.

In the despatch of the 14th August, 1839, the Marquis of Normanby, after pointing out to Governor Hobson the course that would have to be adopted to determine the land-claims that then existed, gives the following instructions regarding the acquisition of land from the Natives: "It will be your duty to obtain, by fair and equal contracts with the Natives, the cession to the Crown of such waste land as may be progressively required for the occupation of settlers resorting to New Zealand. All such contracts should be made by yourself through the intervention of an officer expressly appointed to watch over the interests of the aborigines as their protector. The re-sales of the first purchase that may be made will provide the funds necessary for future acquisitions, and beyond the original investment of a comparatively small sum of money no other resource will be necessary for this purpose. I thus assume that the price to be paid to the Natives by the local Government will bear an exceedingly small proportion to the price for which the same land will be resold by the Government to the settlers. Nor is there any real injustice in this inequality. To the Natives or their chiefs much of the land of the country is of no actual use, and in their hands it possesses scarcely any exchangeable value. Much of it must long remain useless, even in the hands of the British Government also; but its value in exchange will be first created and then progressively increased by the introduction of capital and of settlers from this country. In the benefit of that increase the Natives themselves will gradually participate."

Earl Grey, in his letter to the Wesleyan Missionary Committee dated the 13th April, 1848, also expresses the same views regarding the acquisition of wilderness land for a nominal consideration. His Lordship observes: "Nor would there have been any injustice in taking advantage of the exclusive right of purchase vested in the Crown to obtain land on such terms from the Natives. The object of the Crown in acquiring the land being to turn it to the best account for the whole community, the price to be paid for it to the Natives would properly have been measured not by the value the lands they sold were capable of acquiring in the hands of civilised men, but by the amount of benefit they had themselves previously derived from that which they surrendered. It is hardly necessary to observe that, so estimated, the value of unoccupied lands would have been next to nothing."

The most important consideration that arises in the colonisation of a country inhabited by an aboriginal race like the Maoris is how to give them an equivalent for the lands they surrender, as a payment in perishable articles cannot be considered a fair equivalent for a possession so valuable as the soil. The most equitable mode of payment, and one that could easily have been effected at the time when the purchases were made from the Natives in the southern provinces of the Middle Island, would have been to have appropriated a certain proportion of the land ceded by them as a provision for their advancement in the scale of social and political existence. This system would have been the means of securing to them a property continually increasing in value, as well as practically conferring on them the advantages it was anticipated they would receive through the occupation of their former territory by the European community.

It was to guard the Natives against the common failing of all aboriginal races—want of forethought—and to secure them from the dangers to which colonisation exposed them if denuded of all landed property, that the New Zealand Company invented their plan of Native reserves, as these were possessions that could not be squandered away, but as time glided on their value would progressively increase, and, in place of a barren possession which they parted with, the Natives would receive in return a property of considerable worth. By way of recompense for the moment, as well as in deference to public opinion, the Company paid the Natives what was deemed, according to received notions, to be a sufficient price, but they considered the real worth of the land purchased from them to be the reserves set apart for their maintenance, and for schools, hospitals, and other useful establishments. In the instructions issued by the Company to Colonel Wakefield, its principal agent, who was intrusted with the purchase of land for the Company in New Zealand, the following principles were laid down relative to its acquisition from the Natives: "But in one respect you will not fail to establish a very important difference between the purchases of the Company and those which have hitherto been made by every class of buyers. Wilderness land, it is true, is worth nothing to its Native owners, or worth nothing more than the trifle they can obtain for it. We are not therefore to make much account of the utter inadequacy of the purchase-money according to English notions of the value of land. The land is really of no value, and can become valuable only by means of a great outlay of capital in emigration and settlement. But at the same time it may be doubted whether the Native owners have ever been entirely aware of the consequences that would result from such cessions as have already been made of the whole of the lands of a tribe. Justice demands not merely that these consequences should be as far as possible explained to them, but that the superior intelligence of the buyers should also be exerted to guard them against the evils which, after all, they may not be capable of anticipating. The danger to which they are exposed, and they cannot well foresee, is that of finding themselves entirely without landed property, and therefore without consideration in the midst of a society where, through emigration and settlement, land has become a valuable property. Absolutely they would suffer little or nothing from having parted with land which they do not use and cannot exchange, but relatively they would suffer a great deal, inasmuch as their social position would be very inferior to that of the race who had settled amongst them and given value to their now worthless property. If the advantage of the Natives alone were consulted, it would be better perhaps that they should remain for ever uncivilised. This consideration appears never to have occurred to any of those who have hitherto purchased lands from the Natives of New Zealand. It was first suggested by the New Zealand Association of 1837, and it has great weight with the present Company. In accordance with a plan of which the association of 1837 was desirous that a legislative enactment should extend to every purchase of land from the Natives, as well past as future, you will take care to mention in every contract for land that a proportion of the territory ceded, equal to 'one-tenth' of the whole, will be reserved by the Company and held in trust by them for the future benefit of the chief families of the tribe, and you will readily explain that after English emigration and settlement a tenth of the land will be far more valuable than the whole was before." The same subject is again alluded to in a letter addressed by Mr. Somes, a director of the New Zealand Company, to the Colonial Office in March, 1841. "The Company has never pretended that any sum paid by it to the Natives on the execution of an agreement for the purchase of land was an adequate consideration for the property ceded. Such payments the Company has always deemed unfit to be called by the name of purchase-money." The real consideration which in every case the Company held out to the Natives in its acquisition of territory from them was a precise engagement "to reserve for the benefit of the Native proprietors such a proportion of the lands ceded as would become far more valuable than the whole, whenever the remainder should be regularly colonised by an outlay of the Company's capital and the settlement of emigrants from this country."

The above extracts, relative to the principle of purchase to be observed in the acquisition of land from the Natives, contain abundant and clear evidence as to the views then held both by the Imperial Government and the New Zealand Company. The views held by the Imperial Government were that land in its original state was only worth a nominal price, but that the real advantage to be conferred on the Natives for the cession of any portion of their territory they desired to alienate was the enhancement in value of the then remaining lands by the introduction of capital

and labour, as well as the reservation of an ample extent of land to meet all their real wants, inclusive of the necessary provision requisite to compensate them for the loss of the privileges they had previously enjoyed in hunting and fishing at will over their wilderness lands. The promotion of works of public utility, in opening up the country for settlement, and the advancement of the social and moral welfare of the Natives, was also considered a further requital for the surrender of land possessing scarcely any exchangeable value. The New Zealand Company held similar views respecting the value of land in its wild state. The money paid was not considered an adequate recompense for the cession of the land acquired. The real worth given was the reservation of a tenth of the land ceded as a perpetual possession for the Native owners. This was a property that could not be squandered away at the moment, but must continuously and immensely increase for the benefit of themselves and their children.

A perusal of the facts already narrated will furnish ample evidence that the fundamental principles laid down were not adhered to in acquiring land in the Middle Island, neither in the reservation of sufficient land for Native purposes, nor in compensating the Native owners for the loss of a large share of their means of subsistence through depriving them of their hunting and fishing rights. It surely could not be considered that the enhancement in value of the few thousand acres reserved for the vendors of Kemp's Block by the introduction of capital and labour into the colony, or the small payment of £2,000 for the cession of over twenty million acres, was a sufficient recompense for so valuable a territory, even if measured by the amount of benefit the original owners had derived from it. The enhancement in value originally contemplated as a sufficient recompense and inducement for the cession by the Natives of some of their surplus land did not refer to the increased value of a few reserves of limited extent, but to the enhanced value through the settlement of the colony of other lands remaining in their possession. The Natives in the southern provinces of the Middle Island were unfortunately not in a position to be benefited by this increased value, as the whole of their possessions had been alienated before the advent of capital and labour; consequently greater care should have been observed for the protection of their welfare at a time when it would have been easier of accomplishment, by setting apart not only a sufficiency of land for their use and occupation, but also for the purpose of raising an independent fund to be devoted to objects connected with their general welfare, advancement, and improvement. Reserves of this kind would have afforded the means of promoting the objects that were held out to them as an inducement for parting with their lands, as well as provided the Government with independent funds for the purpose.

Owing to the non-appointment of an official protector for the Natives in the South, as was promised them at the cession of their land, these people have suffered a serious loss, for, had any person been clothed with the necessary authority to look after their welfare in the early days, a great deal of the irreparable neglect they have suffered from the non-fulfilment of the promises made them at the cession of their lands would probably not have occurred.

Representations were made in 1856 by Mr. Mantell to the Imperial Government touching the non-fulfilment of the promises he had been the medium of making to the Ngaitahu Tribe at the cession of their territory to the Crown. These promises, Mr. Mantell pointed out, had never been fulfilled, and asked for the intervention of the Imperial Government in favour of the Natives, since the Colonial Government had failed to realise the promises he had been authorised to make. The Secretary of State, however, declined to intermeddle with the matter without previous reference to the New Zealand Government, and Mr. Mantell, finding that no reparation could be obtained for the Natives, resigned the whole of the offices held by him in the colony. Attention was again drawn to the question by Sir William Fox, when Colonial Secretary, in a memorandum written by him in November, 1864, on the condition of the Ngaitahu Tribe and the pledges given to them on the extinction of their title to lands in the southern provinces, from which the following extracts are made: "Till the month of November, 1863, the Imperial Government reserved to itself the management and control of Native affairs, and the whole responsibility for their administration. At that date the colony accepted such responsibility in the terms of the Duke of Newcastle's despatch of April, 1863, and took upon itself the obligations of the Imperial Government towards the Natives. The Colonial Secretary, who took office at that period, lost no time in despatching to the Middle Island an experienced and able officer of the Native Department, Mr. Henry Clarke, with special instructions to inquire into the condition of the Natives in the Otago Province, and to ascertain what pledges had been made to them on the sale of their land to the Government many years ago, and how far these pledges had been fulfilled. The Colonial Secretary had previously had his attention directed to the subject, but had never been able to get specific information upon it. So soon, however, as the Colonial Secretary assumed this function of administering Native affairs he felt that he was bound to take immediate steps towards redeeming the unfulfilled pledges given on behalf of the Imperial Government so many years before, and which had been allowed to remain so long a dead letter." After detailing the steps that would have been taken had his Ministry not then resigned, and expressing a hope that action would be taken at an early date to redeem the unfulfilled pledges of the Imperial Government referred to, the Colonial Secretary points out that the first duty of the Commissioner to be appointed should be "to devise and recommend the specific plans by means of which the Government should advance the civilisation and social progress of the Ngaitahu in the manner in which the representative of the Imperial Government contracted with them that it should be done when they bought and took possession of that portion of the Middle Island which now forms the Provinces of Otago and Canterbury. Considering the great length of time during which faith has failed to be kept with the Natives, they are entitled to a very large amount of arrears, and the Government should propose to the Assembly no niggard vote for the purpose. Since the pledges were given a whole generation has gone to seed without receiving the benefit of that culture which was promised. No reparation can be made now for this neglect, but it should be remembered when action is taken, and it should prevent any murmur at the appro-

priation of what might under other circumstances appear too large an appropriation of the public money to a small remnant of a tribe which once owned three-fourths of the Middle Island. A question for the Legislature arises in connection with the subject in a financial point of view. The Commissioner who extinguished the Native title on the part of the Imperial Government to greater part of the districts referred to has stated that the pledges given were the main consideration for the sale of the land. It seems only just that the recipients of the land should bear the burden of the fulfilment of the pledges for which it was sold, and that, either by legislation or otherwise, the cost of carrying out the plans referred to ought to be made a charge on the provinces which have been formed out of Ngaitahu territory."

In 1865 Mr. Hunter Browne was appointed to administer Native affairs in the southern provinces, but, although various recommendations were made by him as to the best mode of carrying out the non-fulfilled pledges of the Government, nothing of any importance was effected. The first systematic attempt to establish schools in the southern provinces was made in 1867. Prior to that the Natives were chiefly indebted to the early missionaries and to private efforts for the education received. In 1870 there were only three schools in operation in the Middle Island: one at Otago Heads, established in January, 1869; one at Ruapuke, opened in 1868; and another at Riverton, in Southland. There had been a school at Kaiapoi, but it was burnt down in the summer of 1870, and the want of sufficient funds had prevented it from being rebuilt. It was established there, in the first place, in 1863, by the Christchurch Maori Mission, but was not opened before 1866 owing to want of funds. It was meant and understood at the time that the promises were made to the Natives *re* the establishment of schools and hospitals that special provisions would be made with all reasonable diligence for the establishment of these institutions, and not that they would have to wait until the requirements of the European community rendered them necessary. In 1865 medical officers were appointed at all the principal settlements. Prior to that date no effective arrangements had been made to provide the Natives with medical aid.

It will be seen by the foregoing statements that seventeen years had elapsed before medical aid was provided or an officer specially appointed to administer Native affairs in the South, and that nineteen years after the date of the purchase the first systematic attempt was made to establish schools. The amount spent for medical aid from 1867 to the 31st March, 1882, the date up to which a statement of expenditure was prepared for the information of the Native Affairs Committee, was £2,559 18s. 8d., and for education, until the passing of "The Education Act, 1887," inclusive of cost of buildings and Inspector's salary, was £8,586 19s. 10d. The aforesaid items represent the expenditure for these purposes throughout the southern provinces.

Under the terms of the deed pertaining to this purchase the Governor is required to set apart additional land for the Natives on the country being surveyed. No action was taken to fulfil this condition until May, 1868, excepting in the case of the Waikouaiti Reserve, increased by an addition of 594 acres, made by Sir George Grey in 1853, on the personal application of the Natives. An appeal of a similar kind, made by the Moeraki Natives in 1849, met with a negative reply. In 1868 the question came before the Native Land Court on an order of reference made under the 83rd section of "The Native Lands Act, 1865." The Court ordered that additional lands should be set apart in extinguishment of all claims or demands under the deed. The following reserves were accordingly made for occupation purposes: In Canterbury 2,830 acres, and in Otago 2,100 acres, computing 4,930 acres in all. The Court also directed that the reservation in the deed under the phrase "mahinga kai" should also be observed, which was fulfilled by setting apart 212 acres for fishery easements in Canterbury, and 112 acres 3 roods 20 perches in Otago.

The fishery easements have for the most part been rendered comparatively worthless through the acclimatisation societies' stocking many of the streams and lakes with imported fish. These fish are protected by special legislation; consequently the Natives are debarred from using nets for catching the whitebait in season, nor can they catch eels or other native fish in these streams, for fear of transgressing the law. Another source of injury done to their fisheries is the drainage of the country. In olden times, before the advent of the Europeans and the settlement of the country, they were at liberty to go at will in search of food, but now, should they chance to go fishing or bird-catching in any locality where they have no reserve, they are frequently ordered off by the settlers. All this is very harassing to a people who not long since owned the whole of the territory now occupied by another race, and it is not surprising that discontent prevails at the altered condition of affairs and the want of precaution observed at the outset by their civilised guardians, who could alone foresee the consequent result of colonisation on their former customs and habits of life, to have either secured them these privileges, or else provided them with additional lands as compensation for depriving them of some of the most important means of subsistence. Another kind of food they have been deprived of is the root of the *ti*, called "kauru." This was a very nutritious food, and was obtained by baking the root in a Native oven, in which state it contains a large quantity of saccharine matter. Its preparation in places where the tree abounded gave employment to a large number of persons during the months of December, January, and February, it being used as an article of barter, in exchange for other kinds of food, and also for clothing.

The general sentiment of the Maoris in olden times with respect to their territorial possessions is not generally understood: it was not "earth-hunger," but "earth-love." They felt keenly the parting with their rights over the land of their ancestors, when the soil, with all its memories and the dignity conferred by its possession, had passed over to the stranger, and in its place they had acquired only perishable goods, or money, which was speedily dissipated. The Natives in the South Island had not realised in former times that their country was about to be occupied by a civilised race in such numbers as would place them in comparative insignificance, or deprive them of the privileges they formerly enjoyed; hence a reason why the superior intelligence of their guardians should have been exercised to protect them against the consequences that would result

from being left comparatively landless, and debarred of their former advantages in a country formerly their own.

The following particulars will show what has been done for the Ngaitahu Tribe by way of fulfilling the original engagement with them that they should have ample reserves for their present and future wants, and that the Governor would set apart additional lands for them on the country being surveyed: The average acreage per individual set apart in Kemp's Purchase in 1848 was under ten acres; but the census taken at the time did not include the whole of the people for whom provision ought to have been made. This was caused by the stupidity and obstinacy of the Natives to furnish the necessary information. This kind of stupidity even prevails at the present time in some localities, great difficulty being experienced in collecting particulars of this kind, through the supposition that it is needed for some ulterior purpose. The awards made by the Native Land Court in 1868, together with the additional area set apart by the Government for Native purposes, brought up the average to nearly twenty acres per individual for the residents at the settlements within the block. Since the Court sat in 1868, 3,024 acres have been set aside for the Kaiapoi Natives as compensation for land appropriated to others, inclusive also of 200 acres given as compensation for the inferior character of some of the former awards. Notwithstanding the increase made at Kaiapoi, the general average adapted to the last census is still under twenty acres per individual. A general average is not, however, reliable as an indication of the sufficiency or non-sufficiency of the quantity needed to provide every one with a fair quantity of land; as, for instance, the acreage at the several settlements apportioned over the resident population ranges from five acres and a half per individual in some places to thirty-seven acres in others. At places also where the average is high per individual there are many persons who are without land.

The actual position of the matter cannot be finally determined as regards the individual acreage until the whole of the Court-work is completed, and the records of acreage allotted individually are made up for each settlement. A very large proportion of the additional land awarded in 1868 and subsequently is of very inferior character, being very far below the original reserves in the quality of the soil; and this is one of the chief difficulties to be contended with in selecting land for any of the objects under contemplation.

In the report submitted by the Commissioners appointed in 1879 to deal with the Middle Island question, allusion is made to the system of tenths in connection with Kemp's Block as having been intended as the proportion to be set apart for the Natives within the aforesaid block. This view of the matter, I beg to submit, is a misconception, caused probably by the fact that one of the contracting parties named in the deed of June, 1848, is the agent of the New Zealand Company, the inference being that it was a purchase effected by the Company, whereas, as a matter of fact, no authority existed to enter into a contract of the kind until the Crown's right of pre-emption had been waived; but even then a legal title would not have been obtained without such purchase had been confirmed by a Crown grant, as the Governor had no authority to grant a waiver of pre-emption. The agreement, therefore, between the Native vendors and Colonel Wakefield, the Company's agent, did not create any title in the purchaser, and had no force to operate as a conveyance of the land therein to the person and in the manner therein expressed.

At the time of the execution of the Ngaitahu deed "The Native Land Claims Ordinance, 1841," and the 13th chapter of the Royal Instructions of 1846 were in full operation. The Ordinance of 1841 enacted, *inter alia*, that the sale and absolute right of pre-emption from the aboriginal inhabitants of New Zealand vested in, and could only be exercised by, "Her Majesty, her heirs and successors." All titles to land, however, obtained either mediately or immediately from chiefs or individuals of the aboriginal tribes, unless allowed by the Crown, were declared absolutely null and void. Under another clause the Governor was authorised to appoint Commissioners to hear, examine, and report on claims to grants of land in virtue of titles acquired from the Natives.

The 13th chapter of the Royal Instructions of 1846 contains the following provision relative to the acquisition of land by private individuals from the Natives: "The conveyance or agreement for the conveyance of any of the lands of or belonging to any of the aboriginal natives in common as tribes or communities, whether in perpetuity or for any definite period, whether absolutely or conditionally, whether in property or by way of lease or occupancy, which may be henceforth made, shall not be of any validity or effect unless the same be so made to, or entered into with, us, our heirs and successors."

It will be seen that the principle of the then existing law was that private individuals could not acquire land from the Natives, and if any attempt was made, as was done in the case of the purchase of Kemp's Block, it would operate as an extinguishment of the Native title, and vest the estate in the Crown. Any informality that formerly existed in connection with the Ngaitahu deed has been cured by clause 2 of "The Ngaitahu Reference Validation Act, 1868."

By another Act of Parliament, passed in the tenth and eleventh year of Her Majesty's reign, it was enacted, *inter alia*, that the several provisions contained in the 13th chapter of the Instructions of 1846 should be suspended within the Province of New Munster (the Middle Island) until the 5th day of July, 1850, and for such further period as should be directed by Parliament, and that during the suspension of the said Instructions all the demesne land of the Crown in the said province, and all the estate and right of Her Majesty therein, shall be absolutely vested in the New Zealand Company, in trust, to sell and otherwise dispose of the same. It was under this Act that the New Zealand Company obtained the necessary authority to carry on colonising operations in the Middle Island within the Ngaitahu territory, and not under Kemp's deed; consequently this block did not come within what was then known as the Company's scheme of settlement, or within the scope or meaning of the 13th clause of the agreement of 1840 between the Imperial Government and the Company. If the position of the question is correctly stated, it follows that the stipulation in regard to reserves in Kemp's block was between the Government and the Natives, an arrangement with which the Company had no concern.

In the report of 1879, previously alluded to, the Commissioners state that it is a task beyond their power to estimate the damage sustained by the Natives from the nonfulfilment of the promises made them at the cession of their lands; but as the duty has devolved on me to recommend the quantity of land to be awarded them as compensation for the nonfulfilment of any of the terms or stipulations contained in the deeds of purchase, or of any promises made in connection therewith, it behoves me to address myself to the task, however difficult of accomplishment it may seem, or however impossible it may prove to achieve a satisfactory result.

As many of the conditions on which the land was ceded are impossible of calculation, it is necessary to adopt a basis of operation that will render it possible to determine, if the question had been treated in a practical manner at the outset, the remuneration either in money or land that should have formed the consideration for the cession of so valuable an estate at the time it was purchased. I propose, therefore, as no other formula exists upon which to base a calculation, to adopt an acreage basis, and for that purpose I have procured the most reliable information obtainable from the general and local Survey Departments as to the condition of the country at the time it was purchased, together with a classification of the areas comprised within the territory acquired. The land has been classified for the purpose into three classes—good, medium, and inferior.

Before entering upon the consideration of the main question as regards the quantity of land to be recommended, I would beg to submit the two following examples as bearing on the question of quantity—one of which was a statutory provision for the setting-apart of Native reserves, and is contained in clause 24 of “The Native Land Act, 1873,” as follows: “Provided always that no land reserved for the support and maintenance of the Natives, as also for the endowments for their benefit, shall be considered a sufficiency for such purposes unless the reserve so made for these objects added together shall be equal to an aggregate amount of not less than fifty acres per head for every Native man, woman, and child resident in the district.” This was merely a direction to the District Officer to see that sufficient land was reserved for Native purposes, and had no reference to the cession of lands. The other example occurred in 1860. In that year Governor Gore Browne caused to be set apart for the Natives residing on the west coast of the Middle Island land to the extent of 10,000 acres for a population not exceeding a hundred persons, being at the rate of 100 acres per individual. (*Vide* despatch dated Auckland, 22nd February, 1860, from Governor Gore Browne to His Grace the Duke of Newcastle.) Of the quantity so set apart, 6,000 acres was intended for individual allotment, and 4,000 acres for the purpose of providing funds for the advancement of the Natives. Some of these reserves, especially the one situated at Greymouth, have become exceedingly valuable through the occupation of the country by the Europeans, thereby fulfilling the condition of affairs that was anticipated would ensue, and which was looked on as the ultimate reward to the Natives for parting with their territory for a nominal sum. The Natives of the East Coast who formerly owned the Ngaitahu Block, with the exception of a few persons, are not interested in the West Coast reserves; consequently the advantages derived therefrom cannot be reckoned in their favour as a set-off against anything they may be entitled to.

An opinion is current in the minds of many persons that the Natives in the southern provinces of the Middle Island own land enough—more than sufficient for their wants, or than they can make a beneficial use of; consequently they have no further claim for consideration. This is a peculiar theory, and one that would not find favour with members of the European race under similar circumstances; but why it should be specially applied to the Natives it is difficult to understand. The obligations of the Government on account of the unfulfilled terms of purchase in which the southern Natives are concerned have been before Parliament on several occasions, and their right to consideration admitted. The last time the question was reported on by the Native Affairs Committee was in August, 1882. The Committee, after commenting on the various allegations contained in the petition, and describing the action taken in regard to medical aid and to promote education, conclude with the following recommendation: “The Committee thinks that it would be comparatively easy for the Government to ascertain how much the due carrying-out of these engagements would cost, and recommends that this should be done. This having been ascertained, the value ought to be given to the Natives in inalienable reserves, in such a manner as would insure against want in old age and sickness. Legislation will, no doubt, be required to carry out the recommendation in the foregoing paragraph, but, in view of arriving at a permanent and equitable settlement, the Committee considers that some trouble should be taken and the needful sacrifice made. The Committee recommends this report to the earnest attention of the Government.” With all deference to the report of the Committee, I would submit that a misconception exists with regard to schools and medical attendance having been supplied in the past, but especially as regards education, as the schools now in operation in the South Island were conducted (before the Education Act of 1877) under the general scheme of education that obtained in the colony under “The Native Schools Act, 1867,” and cannot be considered as special institutions in fulfilment of the original promise, as the Natives would have gained the advantages derivable therefrom even if they had received a more advanced price for their land. The amount spent for medical aid in the southern provinces up to the 31st March, 1882, a period of nearly thirty-four years since the date of the first purchase, and twenty-nine years since the date of the second, only amounted to £2,559 18s. 8d.

Amongst other recommendations made by the Commissioners in their report under the Commission issued in 1879 for the settlement of the several outstanding questions in respect of the terms and conditions entered into between the Government and the Native vendors on the cession of these lands to the Crown, the following suggestions appear: “We propose that an account should be opened as between the Government and the Ngaitahu: that on one side should be entered the eleventh part of the proceeds of all lands sold by the Government within those two blocks (Otakou and Ngaitahu Blocks). On the other side of the account should be entered, first, the present value of all reserves which have been made, and are now in the possession of the Maoris, within those

blocks; second, 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."

With reference to the aforesaid proposals, I would observe that, as regards the eleventh part of the proceeds in respect of the Ngaitahu Block, it has already been explained that the Commissioners were under a misconception in supposing that the New Zealand Company's system of tenths extended to this purchase. And as regards the other part of the proposition relative to the proposed account to be opened between the Government and the Natives, I do not recommend that this course should be adopted, for the following reasons: Firstly, the present value of the reserves in the possession of the Natives cannot fairly be taken into account in the matter. It is a mere fallacy to point to the increased value of these lands as something they have gained by the settlement of the country; such increase confers no commensurate benefit on them, as the following illustration will show: In 1860 the Native reserves in the Province of Canterbury, comprising 7,000 acres, were estimated to be worth £67,000. The population at that date numbered five hundred; the average area per individual would therefore be fourteen acres. If these reserves at that date, when it was practicable to obtain land of equal quality in other localities at £2 per acre, had been exchanged for Crown land worth £67,000 at the upset price, the Native owners would have acquired an estate of 33,500 acres, and each individual would have increased his area by fifty-three acres. This would have been putting the enhancement of their lands to a practical use; but, as the Natives can neither sell nor exchange these reserves, the increased value of their lands is about as serviceable to them as a bag of gold would be to a person cast away on a desert island. Position-value, as matters are circumstanced, is of no practical benefit to the Natives, as it matters not whether their property is worth £1 or £20 per acre. The only true value is the inherent qualities of the soil; the unearned increment confers no equivalent advantage. Secondly, the expenditure by the Government for the benefit of the Ngaitahu should not be reckoned either. In the first place, it is not large when divided over the number of years that have elapsed since the purchases were first effected; and, secondly, the Natives are fully entitled to anything they have received when the grievous delay they have been subjected to in waiting for a final fulfilment of the terms and conditions of the several contracts is taken into consideration—a delay it is impossible to adequately compensate them for as regards the setting-apart of lands, as there is no comparison between the quality and general advantage of the land then obtainable with the class of country now available for selection. Another point, also, that should not be lost sight of in dealing with the question is that, if the benefits conferred by the Government are to be reckoned against the Natives, it would only be equitable on the other side to allow them a percentage addition on whatever they may be entitled to as compensation for the delay; and, if this were done, it would probably be found that they would be considerably the gainers. The best course, I consider, is to abandon the suggestion made by the Commissioners, and let the Government expenditure and any advantages the Natives may have derived from the enhancement of the value of their reserves go against anything they may be entitled to on the other side by way of compensation for delay.

By a return prepared by the Treasury in 1882 for the information of the Native Affairs Committee the total expenditure from 1867 to the 31st March, 1882, for Native purposes in the southern provinces, after deducting £5,657 1s. 9d. charged for educational purposes since 1877, and other items not chargeable against the account, amounts to £24,632 12s., classified as under: Medical attendance, £2,249 8s. 8d.; hospitals and contributions to hospitals, £310 10s.: total, £2,559 18s. 8d. Education—Cost of buildings, £3,147 5s. 6d.; masters' salaries, £2,940 5s. 2d.; capitation allowance, £2,241 4s. 7d.; Inspector's salary, £258 4s. 7d.; books and furniture, £630 10s. 2d.: total, £9,217 10s. Salaries of officers—Resident Magistrate and Interpreter, Southland and Dunedin, £1,556 3s.; Interpreter, Canterbury District, £2,344 13s. 4d.; Assessors' salaries, £3,837: total, £7,737 16s. 4d. Pensions, £437 5s.; food and clothing for aged and needy, £1,236 13s.; miscellaneous expenses, £3,443 9s. Grand total, £24,632 12s. The aforesaid amount forms the main expenditure for Native purposes in Canterbury and Otago, as very little was expended in that way prior to 1867. Had a sufficiency of land been set apart as a permanent estate to provide moneys for these purposes a great deal of the present difficulty would have been obviated, and the Native proprietors would have been placed in a position of security and independence in place of the one they now occupy.

Adopting the hypothesis that the value of land in its wilderness state was only a nominal one, the next question to determine is, what was the received opinion as to the meaning of the term—*i.e.*, what was considered in the early days of the colony to be a—"nominal consideration," and the only plan whereby this point can be ascertained is to take the land-purchase records as a basis, and find out the prices given in the North Island for the acquisition of Native territory about the date of the Middle Island purchases. There does not appear to have been much land purchased prior to 1847. In April of that year a block of land at Porirua, near Wellington, comprising 68,896 acres, was purchased from the Natives for £2,000. This payment averaged over 6d. an acre, and 11,550 acres were reserved for the resident Natives. The right of the Ngaitoa Tribe was also purchased to an extensive block in the Middle Island, approximating 3,000,000 acres, for £3,000, and 117,248 acres were reserved for Native purposes. In 1848 the Wanganui Block, comprising 89,600 acres, was purchased for £1,000. This sale included the land set apart for the Natives, estimated to compute 5,450 acres. This would make the cost per acre about 2½d. The area of productive land within the block was only estimated at 44,800 acres. In May, 1849, the Rangitikei-Turakina Block, containing an approximate area of 225,000 acres, was acquired for £2,500. This included 2,900 acres reserved for the Natives. The cost per acre would therefore represent about 2½d. per acre. In addition to this, 31,000 acres was secured to the vendors as a permanent reserve. In 1866 the adjacent block to the south of the Rangitikei River, containing 220,000 acres, was pur-

chased for £25,000, and 24,000 acres were reserved for the resident Natives. This last instance is a practical illustration of the enhanced value given to Native lands by the settlement of the country.

By a return of land-purchases effected between the 1st July, 1856, and the 31st March, 1858, the extent of land acquired in the North Island between those dates aggregates 771,673 acres, for which £24,870 was paid—about 7½d. per acre. Of this quantity, 369,673 acres were situated to the north of Auckland, and 402,000 acres in Hawke's Bay. By a return made to an order of the House of Representatives in 1861, E.-10, the average price paid by Government for land in the North Island appears to exceed 6d. an acre. In 1849 the Government endeavoured to negotiate the purchase of over a million of acres in the Wairarapa for £1,000. The Native owners demanded £16,000; but this was considered excessive, and the attempt was abandoned. Land-purchase operations were not resumed again in the district until 1853. From that year up to the 30th June, 1860, the Natives alienated about 957,864 acres to the Crown, receiving during that period about £38,642 for the area sold. Reserves to the extent of 20,234 acres had been made for their use out of the alienated lands, and 187,856 acres remained in their hands at their absolute disposal. In addition to this they were entitled to receive 5 per cent. on the re-sale, after deducting cost of surveys on 387,000 acres. This is another instance where the price of the land in its wild state had been enhanced by the settlement of the country.

It has already been pointed out that the Natives in the southern province of the Middle Island never had the opportunity of benefiting in this way, as it was deemed advisable for colonisation purposes to acquire all their wilderness land from them at one time; and for this reason greater consideration to protect their welfare should have been shown by reserving a sufficiency of land for all purposes, both for their use and occupation, as well as for endowments to promote their social advancement.

The total area included within the boundaries of Kemp's Purchase, according to recent computation, inclusive of Banks Peninsula, which, although excluded in 1848, was treated subsequently as if it had formed part of the block, amounts to 20,128,000 acres, and has been classified to contain the under-mentioned areas of good, medium, and inferior land at the time it was purchased. The classification has been determined according to position, value, and accessibility in 1848. The first class comprises the country that was fairly accessible at that date. The second, the interior of the country available for pastoral purposes, and accessible to travellers on foot and horseback. The third, the rugged and mountainous country, inclusive of the West Coast, then a *terra incognita*, in which state it remained until opened up by the gold-discoveries about 1863. The area of the first class is estimated at 2,864,000 acres, the second class at 8,064,000 acres, and the third class at 9,200,000 acres. Assuming that 3d. an acre was the nominal consideration-value of the first class in 1848, 1½d. an acre for the second, and 1d. for the third, the total value would amount to £124,533; and, treating this as a landed estate to be handed over to the vendors, the minimum price of waste lands in the possession of the Crown at that time being £1 per acre, it would represent 124,533 acres. Of this, the parties interested have received up to the present time 19,312 acres, leaving a balance of 105,221 acres to be appropriated to their use. Of this quantity I would recommend that 100,000 acres be set apart as an endowment to provide for purposes in connection with the promotion of their welfare; but, as the residue will be inadequate to make sufficient provision for the extent of land requisite for their use and occupation, I therefore beg to recommend that an additional quantity to the extent of 25,479 acres be added for the purpose of increasing the individual acreage to fifty acres each for all who are entitled to be provided for within the block. This will require a total acreage of 130,700 acres to be appropriated for the purpose.

As evidence that the quantity recommended is not unreasonable when all the circumstances in connection with the purchase are fully considered, had the original intention been given effect to at the time in a liberal manner—*i.e.*, to set apart ample reserves for the present and future wants of the Natives in the fullest sense of the term, as well as to make the only secure provision by an endowment in land for the purpose of promoting the social and physical welfare of the Natives—land to the extent of 150 acres per individual would probably not have been deemed excessive as a just remuneration for ceding a vast estate for a trifling payment. The persons for whom the reserves were made in 1848 numbered 637, but there were others who were interested in the block for whom provision should have been made who were not included in the census, partly through the folly of the Natives in not furnishing the necessary information, as well as through their not fully realising the importance the non-fulfilment of this duty would have on their future welfare. There were Natives absent in the North Island at the time, others living on Banks Peninsula, as well as at the settlements at Otago, Taieri, and Molyneux, who were interested in the block, and should have had land reserved for them either at the time or afterwards, had their requirements been made known. Besides the Natives residing at Port Levy, who were included in the Kaiapoi census, there were about a hundred and fifty others on the Peninsula entitled to consideration; it was known also that a number were omitted in the census taken at the several settlements. It is not unreasonable, therefore, to assume that the number to be provided for, had a full enumeration been made, would have computed one thousand. An allotment of 150 acres each for this number would make a total of 150,000 acres for all purposes, 50,000 acres of which should have been allocated for their use and occupation, and 100,000 acres for an endowment for the purposes before enumerated. If this had been done the vendors would have had no cause to complain that their interests had been overlooked. Assuming it cannot be gainsaid that 150,000 acres would have been a fair quantity to have set apart to meet all the requirements of the Natives if the aggregate area already reserved is deducted, the balance will represent within a few acres the quantity—*viz.*, 130,700 acres—now recommended to be appropriated for the purpose with a view to finally settle the question.

There is another phase of the matter that should not be overlooked in dealing with the

question, and that is the difficulty of now securing lands of the same quality that was available for selection in former years at the time the territory was ceded by the Natives; and this alone should be a sufficient reason why a more extensive area should be set apart than perhaps might have been deemed necessary at that date. These remarks apply more particularly to the endowment for the production of a fund for Native purposes, as it would have been possible then to have selected lands which, by reason of some peculiar advantage of position, would be sure to be in demand for permanent occupation for rental purposes.

To save any inconvenience that might arise, or the possibility of impeding the settlement of the country if large blocks of land were diverted to other uses, I would suggest that the setting-apart of a sufficiency of land for the objects alluded to need not disturb existing arrangements, but that the estate when appropriated should be allowed to remain under the control of the Commissioner of Crown Lands, to be disposed of either by sale or lease, as circumstances might require, the only distinction being that the proceeds should be placed to a separate account, and, in the case of sales being effected, that the amount realised should be invested and finally expended for the purchase of lands in more eligible localities than it would be possible to select at the present time, with the view to ultimately acquire properties in such situations as would produce the largest pecuniary return for the advantage of the Natives in promoting their general welfare.

Assuming that it has been incontrovertibly proved in the foregoing narrative of particulars that the Native owners of Kemp's Block were inadequately paid for the territory ceded by them, that the terms of the deed as regards the reservation of their *makinga kai* (food-producing places) and the setting-apart of additional lands have not been equitably fulfilled, or the promises that were looked on as the main consideration for the cession of the land have never been carried out excepting in a manner that cannot affect the general question, I venture to express a hope that the recommendation made by me may be treated in a generous spirit.

I have been unable, owing to the manifold duties that have devolved on me for some time past in connection with the settlement of the ownership of the reserves now owned by the Natives in the South Island, to carry out the direction contained in the Commission issued to me in regard to fixing the locality of the land to be selected in satisfaction of the Native claims; but this is a part of the work that could be disposed of by the Survey Department with greater facility than is at my disposal, and I beg respectfully to recommend that this department be asked to undertake the duty.

In concluding my report on the purchase herein dealt with, I beg to inform your Excellency that the majority of the Natives concerned are willing and anxious to accept a grant of land in satisfaction of their claims.

Murihiku Block.

It will be unnecessary to do more than give a brief history of the circumstances connected with this purchase without entering into details, as the particulars are for the most part similar to those associated with the acquisition of the Ngaitahu Block (Kemp's Purchase).

The tract of country comprised within the block now under review includes all the southern part of the South Island to the south of the Ngaitahu and the Otakou Blocks, the aggregate area being 6,900,000 acres. The negotiations for the purchase were completed on the 17th August, 1853, for the sum of £2,600. Reserves were made for the resident Natives at the following places within the block: viz., Tukurau, Omaui, Oue, Aparima, Oraka, Kawakaputaputa, and Ouetoto; the total quantity set apart for the purpose being 4,588 acres. The resident population numbered 140: the average per individual would therefore be under 33 acres. In this case, as in Kemp's Purchase, there were a number of persons who were not entered in the census taken at the time, through being absent at Stewart Island and other places, as well as from other causes. A number of the persons then residing on the Island of Ruapuke were also concerned, and, had they represented their position properly to the Commissioner who effected the purchase, would no doubt have had land reserved for them, as full authority was conferred for the purpose. The result of this omission is that they are now either without land or only possess an insufficient quantity.

The deed does not contain any engagement to set apart additional reserves, but similar promises were made to the sellers with regard to schools, hospitals, and other advantages; and it has been expressly stated by the Commissioner who extinguished the Native title that these pledges were the main consideration for the sale of the land, on the faith of which he procured the cession of a large tract of country for a small cash-payment.

The population according to the last census, including Stewart Island and Ruapuke, computed 353 persons; but there are others residing in the neighbourhood of and to the north of Otago who are also interested in the matter, and should be considered when additional lands are granted.

Assuming there are four hundred persons interested, and that land to the extent of fifty acres each is allotted them for individual use and occupation, less the 4,588 acres already appropriated to the purpose, it will need 15,412 acres to make up the requisite area, and to this a further quantity of 40,000 acres should be superadded for endowment purposes, making in all 60,000 acres. Independent, however, of the population basis alluded to, the same quantity is arrived at by classifying and assessing the value of the land according to prices paid in other parts of the colony, on the same principle as the one adopted in Kemp's Purchase.

If this proposition is approved, it will be necessary to appropriate a total of 55,412 acres for all purposes; and I beg to recommend that this quantity be set apart. The same practice could be observed in regard to the appropriation as the one already suggested in respect of the area to be dedicated for a similar purpose in Kemp's Block. As regards the locality of the land to be selected, that is a point on which I cannot afford very much information. By a statement kindly furnished by the Chief Surveyor in Southland there does not appear to be much open agricultural land left in the hands of the Crown excepting lands that have been set apart either for deferred payments or perpetual lease. There is a good deal of bush land adapted for the purpose, but that has all been gazetted under the State Forests Act. There is a large area of unappropriated land on Stewart

Island; but even there all the bush land has also been proclaimed under the aforesaid Act. The localities on the mainland in which land best suited for Native purposes could probably be obtained are the country on the seaboard between the Catlin's district and the Matura, and to the west of the River Waiau in Foveaux Strait. The Natives living at Riverton and at the settlements to the westward are very desirous to secure a block of land in the last-named locality; and I beg strongly to recommend that their wishes be given effect to. I have to report that the Natives interested in the fulfilment of the terms of the purchase are willing to accept a grant of land in satisfaction of their claims.

Akaroa Block.

This block includes the whole of Banks Peninsula, estimated to contain 260,000 acres, inclusive of the portion formerly known as the Nanto-Bordelaise Claim of 30,000 acres, and embraces three purchases—namely, the Port Cooper Purchase, effected in August, 1849, for £200; the Port Levy Purchase, in September, 1849, for £300; and Hamilton's Purchase, in December, 1856, for £200. The total quantity reserved for the Natives in all the purchases was 3,430 acres. There does not appear to have been any enumeration made of the resident Natives at the time the purchases were effected. The first estimate of their numbers was made in 1844, when it was reckoned they computed 584. At that time a large number of the Natives belonging to settlements on the plains and elsewhere were living on the Peninsula, chiefly at Port Levy. The second estimate was made in 1848, when they were supposed to number 340. Of this number 200 were apportioned land at Kaiapoi. The first detailed census taken was in 1861: at that date they numbered 211. The population according to the last census is 267; but, as the whole of the Akaroa Block has been treated as a portion of Kemp's Purchase, it is unnecessary to make any recommendation on their behalf.

Otakou Block.

I propose to deal with this block separately, as the circumstances connected with its purchase stand alone. On the 31st July, 1844, the New Zealand Company—the Crown's right of pre-emption having been previously waived over 150,000 acres in the Middle Island by Governor Fitzroy in February of the same year, to enable the Company to found the New Edinburgh Settlement—acquired, through the intervention of an officer appointed by the Colonial Government, a tract of country known as the Otakou Block, comprising 400,000 acres, for £2,400, as a site for the purpose, out of which the Company engaged to select the 150,000 acres over which the right of pre-emption had been waived, and to reconvey the remainder to the Crown.

Three blocks of land were excepted out of the purchase by the Natives—namely, at Otago Heads, Taieri, and Te Karoro, containing in the aggregate land to the extent of 9,615 acres. The actual number of Natives resident in the block at the time does not appear to have been accurately ascertained, but according to an estimate made during the early part of the same year the population numbered about two hundred.

At the time the land was sold the tract of country between Otakou and the Taieri, according to Mr. Symonds, the officer appointed by the Government to effect the purchase from the Natives, was jointly claimed by the Native chiefs Tuhawaiki, Taiaroa, and Karetai, on behalf of their several families and dependants; and that the Taieri district to Tokota (the Nuggets) belonged to Tuhawaiki and his immediate connections. Independent of the land excepted from sale by the Natives, it was evidently intended at the time to select special reserves, as contemplated in the scheme of the other New Zealand Company's settlements, on which point Mr. Symonds writes as follows in his report on the purchase, dated the 2nd September, 1844: "I pursued this course as regarded Native reserves from the firm conviction that the system heretofore adopted in the other purchases of large tracts was beyond the comprehension of the aborigines, and at the suggestion of Colonel Wakefield I left the further choice of reserves—namely, the tenth part of all land sold by the New Zealand Company—to be determined by His Excellency the Governor, without making any express stipulation with the Natives on the subject."

According to the agreement entered into between the New Zealand Company and the Otago Association in 1847, the New Edinburgh settlement was to comprise 144,600 acres, a tenth of which would represent 14,460 acres. The terms of purchase, however, between the company and the association precluded the possibility of any part of the aforesaid block being set apart as Native reserves; but the Natives, nevertheless, were to have land reserved for them within the block to the extent named; and ample evidence can be obtained by a perusal of the parliamentary papers and New Zealand Company's reports of that date of the intention to make such reserves, as the following extracts will show:—

Colonel Wakefield, in his report to the secretary of the Company on the acquisition of the Otakou Block, under date the 31st August, 1844, alludes to the matter in this wise: "Two other points there are of special application to the Governor: the one respecting the future disposal of the residue of the block beyond the 150,000 acres to be selected by the Company, the other as to the special Native reserves, as in the other settlements, not contemplated in the Company's New Edinburgh scheme, which cannot be made till the surveys are completed and selections made."

Major Richmond, the Superintendent of New Munster, in his letter of the 23rd May, 1844, to Governor Fitzroy, reporting on Mr. Symonds's proceedings in relation to the Otakou Purchase, suggests that when the choice of sections is being made it will be necessary to have an officer on the spot to select reserves for the Government and Natives, and states his intention to appoint Mr. Symonds (unless previously instructed to the contrary) to make the selection. The matter is again alluded to by him in his letter to Governor Fitzroy, dated the 12th June, 1844. After detailing the steps taken in regard to Government reserves, he alludes in the following manner to the action he proposes to take in setting apart the Native reserves: "By the sixth paragraph of the prospectus for the New Edinburgh settlement I find that the provision hitherto made for the Natives by the directors of the New Zealand Company is left to the local Government. I shall therefore demand

on their behalf one-tenth of each description of allotment—namely, town, suburban, and rural—and arrange with the principal agent of the Company for the new settlement on the mode to be adopted for their selection, [should I not receive your Excellency's instructions on this subject previous to the arrival of the latter with the emigrants.]”

Mr. Harrington, the Secretary to the Company, in communicating to the principal agent the amended terms of purchase for the Otago Association Block, also distinctly admits on the part of the Company the right of the local Government to make reserves for the Natives in that block, in addition to those lands which, as they were merely excluded from the purchase, were scarcely to be considered Native reserves under the New Zealand Company's scheme.

The setting-apart of Native reserves formed part of the terms embodied in the agreement of the 18th November, 1840, on which a charter of incorporation would be granted to the New Zealand Company, and, on these terms being accepted, on the 12th February, 1841, a charter was granted. The 13th clause of the aforesaid agreement contains the following provision relative to Native reserves: “It being also understood that the Company have entered into engagements for the reservation of certain lands for the benefit of the Natives, it is agreed that, in respect of all the lands so to be granted to the Company as aforesaid, reservations of such land shall be made for the benefit of the Natives, by Her Majesty's Government, in fulfilment of and according to the tenor of such stipulations, the Government reserving to themselves in respect of all other lands to make such arrangements as to them shall seem just and expedient for the benefit of the Natives.” The stipulation alluded to was the reservation of one-tenth of the land acquired from the Natives in any agreement entered into. In April, 1846, an unconditional grant was executed to the New Zealand Company of the entire block of 400,000 acres, excluding the land reserved by the Natives.

On the 5th July, 1850, the New Zealand Company surrendered their charter, and the whole of the lands in their possession, subject to existing contracts became demesne lands of the Crown by virtue of the Act 10th and 11th Vict., c. 112, and subject to the instructions of 1846 respecting Crown land within the colony, as amended by the additional instructions of the 12th August, 1850.

Owing to the failure of the Otago Association to sell and settle the 144,600 acres contained in the agreement of 1847 with the New Zealand Company, that body ceased on the 23rd November, 1852, to have control over this land. Notwithstanding the inability of the Association to fulfil the engagement with the company, the Imperial Government deemed it advisable that the residue of the land contained in the block of 144,600 acres should continue to be administered in general conformity with the terms hitherto subsisting until the General Assembly should otherwise determine; and instructions were issued to the Commissioner of Crown Lands to administer the waste lands in conformity with the aforesaid directions as regards the unsold portion of the 144,600 acres, and the remainder of the Otago Block, under the Government regulations of the 4th March, 1853.

Although it may be urged that the Crown had parted with its control over the 400,000 acres comprised in the Otago Block on the issue to the New Zealand Company of the grant dated the 13th April, 1846, the Company's lands reverted to the Crown on the surrender of their charter in July, 1850, subject to existing contracts; and the reservation of the tenths in the residue of the block outside the part held by the Association could have been effectuated after that date.

No doubt can exist that the New Zealand Company fully admitted the right of the Natives to have a tenth of the land set apart for them in the Otakou Block, in the same manner as was carried out in their other settlements; but the reservation and selection of these lands were left to the Colonial Government; but, from some unexplained cause, Governor Fitzroy omitted to give the necessary directions to have the lands selected, notwithstanding the desirability of doing so was brought before his notice more than once by the Superintendent of New Munster, although it was one of the conditions laid down, upon which the Crown's right of pre-emption was to be waived, “that all existing arrangements by the Government with respect to the New Zealand Company's settlements should be strictly observed.”

It is highly inequitable, however, that the Natives interested in the question should be compelled to suffer for an omission of the Colonial Government to set apart the proportion of the Otakou Block it was generally admitted they were entitled to; and the desirability will no doubt be now seen that immediate action should be taken to remedy, as far as possible, the loss they have sustained in consequence. As a matter of fact, no reserves have been made for them in the Otakou Block, as the lands they occupy are portions they excluded from sale, and form part of their original estate. This position of the matter was admitted by the New Zealand Company, through their secretary, Mr. Harrington, when acknowledging the right of the Government to make reserves for the Natives within the block in accordance with the Company's scheme.

I have not had an opportunity of consulting the Natives especially interested in the aforesaid block as to whether they are willing to accept a grant of land as compensation for the non-fulfilment of the intention to set apart the tenths, and consequently am unable to make any recommendation on their behalf. The setting-apart of the tenths is the only condition left unfulfilled in their case. No promises in regard to hospitals or schools were made in connection with the cession of the land. If the obligations respecting the tenths are admitted, the least the vendors or their representatives are entitled to is the minimum quantity of 14,460 acres that should have been originally set apart, together with a fair percentage addition as compensation for the number of years they have been deprived of the benefits that would have accrued from these lands had the intention been effectuated at the outset.

All this is respectfully presented to your Excellency.

Signed and sealed this 5th day of May, 1887.

(L.S.) A. MACKAY.

APPENDIX.

WM. F. DRUMMOND JERVOIS, Governor.

To all to whom these presents shall come, and to Alexander Mackay, Esq., Judge of the Native Land Court: Greeting.

WHEREAS it is alleged by or on behalf of certain aboriginal natives in the Middle Island of New Zealand that they are unprovided with land: And whereas it is asserted by and on behalf of other Natives that the reserves and awards of land formerly made for their use and occupation are inadequate for their maintenance and support; and it is also stated that there are certain half-castes in the Middle Island not yet provided for in any Acts of the New Zealand Legislature hitherto passed making provision for grants of land in favour of half-castes: And whereas it is desirable that a Commissioner should be appointed to inquire into the cases of all such persons:

Now, therefore, I, Sir William Francis Drummond Jervois, the Governor of the Colony of New Zealand, by and with the advice and consent of the Executive Council of the said colony, having full confidence in your knowledge, ability, and integrity, do hereby appoint you, the said Alexander Mackay, to inquire into and report upon the several purposes and objects hereinafter specified:— (1.) To inquire into all cases of Natives alleged to be unprovided with land: (2.) To inquire into cases where it is asserted that the lands hitherto set apart are inadequate for the maintenance and support of the aboriginal natives on whose behalf such provision was made: (3.) To inquire into the cases of all half-castes of the Middle Island whose names are not included in any Acts of the Legislature, who may still be unprovided with land: (4.) To ascertain and furnish the names, addresses, and sex of all such persons, and recommend in what quantities and in what localities land should be set apart and awarded to each for cultivation and settlement purposes: And, generally, to do, execute, and perform all and every such other acts and deeds, matters, and things whatsoever in anywise necessary or expedient to be done in and about the premises by virtue of these presents; and, in furtherance of such inquiries and for the purpose aforesaid, to take evidence upon oath or otherwise as to you shall seem meet, and to report on the same. And I do hereby, and with the advice and consent aforesaid, require you, within twelve months after the date of this Commission, or as much sooner as can be done, using all diligence, to certify to me, under your hand and seal, your opinion touching the premises. And with the like advice and consent I do declare that this Commission shall continue in full force and virtue, and that you, the said Commissioner, shall and may from time to time proceed in the execution thereof to such place and places and at such time as you shall judge meet and convenient, although the same shall not continue from time to time by adjournment.

Given under the hand of His Excellency Sir William Francis Drummond Jervois, Lieutenant-General in Her Majesty's Army, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony, at Government House, at Wellington, this twelfth day of May, in the year of our Lord one thousand eight hundred and eighty-six.

FORSTER GORING,
Clerk of the Executive Council.

J. BALLANCE.

WM. F. DRUMMOND JERVOIS, Governor.

WHEREAS it is expedient to enlarge the powers conferred by the within-written Commission, I, Sir William Francis Drummond Jervois, the Governor of the Colony of New Zealand, with the advice and consent of the Executive Council of the said colony, do hereby enlarge the powers conferred on the Commissioner appointed herein to the following extent—viz.: That, in addition to the matters to be inquired into and reported on in paragraphs numbered 1, 2, 3, and 4, the said Commissioner shall also inquire into and report whether any of the aboriginal natives interested in the inquiry held by the Commission appointed in the year 1879 to investigate and inquire into certain matters pertaining to the purchase of land in the Middle Island enumerated in the last-mentioned Commission are willing or desirous of accepting a grant of land in final settlement of any claim or demand on the Government for the non-fulfilment of any of the terms and conditions of the said purchases, or of any promises made in connection therewith, and to recommend in what quantities and in what localities land should be set apart for such purpose. And I do hereby declare that the additional power herein conferred shall form part of the original Commission, and shall be read and construed as if the same had been embodied therein.

Given under the hand of Sir William Francis Drummond Jervois, Lieutenant-General in Her Majesty's Army, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony, at the Government House, at Wellington, this twentieth day of July, in the year of our Lord one thousand eight hundred and eighty-six.

FORSTER GORING,
Clerk of the Executive Council.

J. BALLANCE.

MINUTES OF EVIDENCE.

THURSDAY, 5TH JULY, 1888. (Hon. Mr. STEVENS, Chairman.)

Hon. Mr. ROLLESTON examined.

1. *Hon. the Chairman.*] Are you generally familiar with the cases mentioned in Mr. Mackay's report?—I am familiar, speaking generally, with the whole of what has passed for a series of years since 1865, especially with respect to the Ngaitahu purchase. I was Under-Secretary of the Native Department from 1865 to 1868, during which time this question of these claims was dealt with by successive Ministers; subsequent to that date the dealing with regard to the Ngaitahu purchase came under my cognisance personally as Superintendent of the Province of Canterbury for a number of years; and subsequent to that time, in my position as member of the House, and as member of the Native Affairs Committee, I am cognisant of what has passed in the Assembly on the subject. The Committee were good enough to send me Mr. Mackay's report. I have read it, and, so far as time has permitted, I have refreshed my memory on a number of points dealt with in that report. If the Committee desire it I would be prepared to make a statement of my view of the question dealt with in that report, and of a number of matters of detail in that connection.

2. I presume it is agreed that that will be the best course. Your evidence will be confined, Mr. Rolleston, to the Ngaitahu purchase?—I would like to say, first of all, Mr. Mackay's report does not appear to me to deal with the matters at issue in terms of his commission. That commission was to deal with all cases of Natives alleged to be unprovided with land, and to inquire into cases where it is asserted that lands set apart are inadequate for the support of the aboriginal natives. It does not appear to me, on the face of the report, that such an inquiry was made as would seem to be intended from the terms of his commission. If it had been made in detail my own knowledge of the facts of the case would lead me to believe that such inquiry would have shown that, while there is useful work to be done in the adjustment of inequalities, and in some cases in doing fuller justice to particular sections of the Natives, the Natives are not fully or profitably occupying the reserves they already have. In respect of this, Mr. Mackay proposes an entirely new adjustment of the original agreement, on what appears to me an entirely untenable basis. I allude to his recommendations appearing on page 12 of his report. I should like to say, further, dealing with the general aspect of the case, he appears to have had authority, in terms of his amended commission, to deal with the Natives as though the Crown had already approved of proposals which had never been submitted to it or to Parliament. I mention that as it is, in my opinion, an unfortunate thing that the Natives should have been led, by being consulted in this way, to expectations which I do not think they have any reasonable prospect of seeing realised. In 1882 a Committee of the House of Representatives, of which I was a member, held what I think was a very exhaustive inquiry into the subject of these claims, upon the petition of Taiaroa. That Committee took the evidence of Mr. Mantell and Mr. Mackay; it had before it the report of Judge Fenton upon these claims; and, generally, I think they obtained the fullest evidence that could be got together upon the subject of these claims. I spent some time yesterday in going through that evidence again. I think it was unfortunate it was not printed at the time the evidence was taken. If I may be allowed, I would suggest to the Committee that they call for that evidence as dealing with the whole subject in detail. The report classifies these claims very fairly under three heads. It states, first of all—(1.) We claim that ample reserves should be made for the residence of the Natives. It separates, as I venture to assert it is right should be done, the question purely of residence from any other claims in respect of landed reserves, which were to obtain value from the progress of European civilisation and the settlement of the country. The second head was—(2.) The alleged arrangement setting aside one acre in every ten for the benefit of the Natives. This question seems to have been, in my opinion, somewhat mixed up, and, though I am not so clear on this matter of the tenths as on the other subjects of the case, I think it was shown very clearly that the idea of payment of these tenths has been an afterthought. The claim has been created out of documents of which, I think, the Natives had no knowledge at all, and the question has not been fairly raised. Thirdly, in the case of the Ngaitahu Block, promises were made of schools and hospitals as the principal inducement to the Natives to part with their lands. With regard to the first point, the Committee had in evidence that the reserves made by the Land Court in 1868 were given in final settlement of all claims over land; and they mentioned, in relation to this, that this was confirmed by the Ngaitahu Deed Validation Act of 1868. With regard to the second point, the allegation of the tenths arrangement was not heard of till recently; and as to the third point, that the requirements of the Natives as to schools and medical attendance ever since 1868 had been fully, and since 1865 partially and sufficiently, attended to, the Committee pointed out this fact—a fact I have been perfectly cognisant of for a number of years: that the Natives have refused to accept help in respect of schools and hospitals, lest it should interfere with their claims for monetary compensation in respect of their lands. I can instance myself the Natives of Colac, Moeraki, and Waikouaiti as examples of this fact. There has been on the part of the Natives throughout a very strong feeling, which I regret to say has been very improperly fostered, to prefer claims for monetary recognition of that which I maintain could not be subject to monetary recognition at all—the duties of Government in respect of their civilisation and their progress contemporaneously with the progress of the colony as time went on. The fact is that since the sitting of the Court, which was really a final settlement of their land claims, they have put forward

their other claims for consideration as a matter for barter; and perhaps I may not be going too far in pointing out that the position of the Natives in Parliament in a system of government where the administration depends from time to time upon a narrow majority has given the Natives greater power in urging their claims than they otherwise would have had. Mr. Mackay's recommendations are for large endowments, to provide an independent fund for the promotion of such objects as schools and hospitals, which were held out to the Natives, along with a general attendance to Native wants, as an inducement to them to part with their land; and Mr. Mackay also suggests purposes to which the money should be devoted, to be removed from the ever-varying influences of Parliament. I need not detain the Committee by reciting Mr. Mackay's report. It is on the first page of his report to the Native Minister that he recommends these moneys should be invested, and the interest expended in a large number of objects which are there enumerated. This recommendation, I need scarcely point out to the Committee, goes presumedly upon the assumption that the Natives of the Middle Island were to remain a separate race with a separate form of government, and not be brought into the common system of government which provided for the progress in civilisation alike of Europeans and Natives. And I may say I am the more surprised at the nature of Mr. Mackay's recommendation because his instructions, given in the year 1867—it was a time when Mr. Richmond was Native Minister, and I was in the Native Secretary's office—were very distinctly to guide the Natives into becoming part of the general system of the colony, in respect both of hospitals and schools. These instructions were that he was to proceed to the Middle Island, to take with him the recent Acts of the Legislature in respect of Native schools and other Native objects, and to explain to the Natives what their tendency was. Alluding to the particular question of Native schools, "The Native Schools Act, 1867," was passed with regard to the Natives of both Islands, but particularly to meet the cases of those Maori villages in proximity to the centres of European population. It was passed as an intermediate measure—to bring the Natives into a system of education as nearly identical in regard to local Committees and other features of the system of European education as possible; and I was extremely surprised, therefore, to find Mr. Mackay alleging that the action taken in reference to Native schools could not count as in any way a fulfilment of these special promises. To me it is perfectly astounding that an officer of Mr. Mackay's experience, and with instructions given to him from time to time as Commissioner of the Middle Island, should not understand that the Native Schools Act went very largely towards the fulfilment of any promises in the way of extending the benefits of civilisation that were made to the Natives at the time of these purchases. In regard to his recommendation as to additional residence reserves—and I think his recommendation is that the residence reserves should be raised to fifty acres per head—I should like just to recall to the Committee that at the time of the Ngaitahu purchase Mr. Mantell reported that ten acres per head would be sufficient for present and future wants. He changed his opinion, as I think properly, as to that with the progress of events; and in the terms of the deed it remained for the Government to make further reserves when it was shown that larger reserves were required. His instructions were to mark out reserves around and including all residences and cultivations, and to inform the Natives that the Government would mark out additional reserves as might be considered necessary for future wants. With regard to schools, &c., it is true that for some years after the commencement of settlement on the Ngaitahu Block by Europeans more might have been done, though I am not prepared to say that positively. I believe that the Europeans did the utmost they could, under very difficult circumstances, to help forward the civilisation of the Natives. A good deal was done through missionary bodies; and I think inquiry would show that the reading and writing acquired by the Natives during the early years was nearly equal to that subsequently received. The question, however, of reserves was brought prominently forward through various causes. The Government decided, at the instance of the Natives—I think that would be in 1862—to subdivide the reserves. Sir Walter Buller was appointed to subdivide the Kaiapoi Reserve. A difficulty arose as to the allotment of these reserves. The question is a longer one than the Committee would wish me to go into now; but it will obviously be seen that where you allotted reserves to Natives of a tribe spread in different villages over a large area, what were deemed to be inequalities and unfairnesses could not but arise, and they caused a good deal of dissatisfaction among the Natives; and, in consequence of that, the whole matter of the adjustment of these reserves became a burning question. Time went on. In 1865 the Native Lands Act came into force, and the Natives were making claims in respect of what they thought to be unfairnesses in the adjustment of these reserves, and machinery was provided by the Native Land Court for effecting a final settlement of these claims. The Native Land Court was promised by Ministers on various occasions as a means of adjusting these claims, and finally the Native Land Court sat in Christchurch in 1868. At that time the valuation of the land that had been made reserves for the Natives in the Ngaitahu Block had been estimated, and, I think, not overestimated, at over £60,000. How far that was a fair realisation of the ideas of Government in respect of the increased value of the reserves, which were of no value until that value was given by European occupation, was a matter, I have no doubt, the Committee would consider. The reserves of the block contained extremely good land; the Kaiapoi land was the very best land in the colony, and the land at Arowhenua was also of the very best quality. The allocation by Mr. Mantell was most judiciously made in the interests of the Natives. When the Native Land Court sat the question of adjustment as between the different bodies of Natives was one of the subjects they had to deal with, and then, I think for the first time, the question of considerable increase of area came forward, and it came forward under that clause of the deed which provides that it shall be for the Governor to make additional reserves. At that time there were, in round numbers, over 6,000 acres to a population of about 600—that is, ten acres each. Mr. Mantell had stated he considered ten acres for every man, woman, and child a fair apportionment. I have no doubt it was at the time. I myself held before the Court as Crown Agent that the area would have to be enlarged in order to adjust

inequalities, and with the view of finality it was advisable that the areas should be enlarged in such a way as to close the question permanently. The Native Land Court gave 5,000 acres more in addition to the reserves, and these awards were to be in final settlement of all claims under the deed, save and except, as Mr. Fenton points out, any claims in respect of schools and hospitals, which could not be a matter for adjustment by the Land Court. After these 5,000 acres had been given, it was represented to me as Superintendent that some of these additional areas did not contain land of such a quality as the Natives had expected at the time the reserves were made. Mr. Mackay was at the Court to give the Natives every assistance in putting forward their claims, and getting the reserves made. I was authorised by the Ministry of the day as Crown Agent to state what the Committee will see in Mr. Fenton's report. I did state in my evidence that the Government wished and were prepared to deal absolutely in a liberal manner, and accept the decision of the Court without exception. No difficulty whatever was raised. Mr. Mackay and myself were with the Natives when the Court was sitting, giving them every assistance in the Survey Office to define upon the maps the clauses they wished to prefer, and the lands they wished to select; and the awards were made upon the Natives' own selection in fulfilment of the promises of the deed and the award of the Court. In some cases, the quality of these lands, even then, in 1868, fell behindhand of what it might have been; and therefore, at a subsequent date, with the consent of the Provincial Government of Canterbury, an additional 2,000 acres was given to the Natives to make up for any inferiority of quality in the lands. That I see Mr. Mackay values at £5,580. An additional acreage, I may mention, of 3,200 acres was made for half-castes, but only a small portion of that was in Canterbury. It will be seen from Mr. Mackay's evidence and other documents that the area per head is something like thirty acres, the former owners of the Ngaitahu Block having begun with something like ten acres. There are various questions in respect of other purchases, which, however, I will not weary the Committee with. As a matter of fact, subsequent to the Ngaitahu purchase by Mr. Kemp, the whole of the West Coast reserves were made in respect of what was called a fresh purchase from the Natives. That, I take it, was a convenient form of description, though the Ngaitahu purchase included the whole of the west coast of the Middle Island. These reserves were all more or less occupied, sometimes at one place, sometimes at another; and this purchase was instituted to prevent any possible injustice in a particular district where Natives had claims. It was a sort of secondary purchase. The same remark applies to Port Levy purchase, Rapaki purchase, and so on. I think, generally, that the intention of the Government was to obtain finality, and every step was taken by them to obtain that finality at the time; and I venture to think full justice was done in making further landed endowments and reserves by this Court. I should like to say a few words with regard to the question of what has been done in respect of hospitals and schools. The return, which the Committee will find very carefully prepared, in 1882, in the evidence given before the Committee, shows that between 1867 and 1882 moneys were expended in schools, hospitals, and medical attendance on the Natives to the amount of £34,000. I may say, in passing, that Mr. Mackay deducts the money spent under the Native Schools Act, as it did not pertain to the fulfilment of promises—a contention which, it appears to me, is absolutely untenable. You will find in that evidence a statement of this kind: "Have you known of the Government declining to establish schools when asked for?—No. Schools were established at all places where there was a sufficient number of children, and the parents were favourable." I think, if the Committee will go through Mr. Mackay's own report, they will see that continuously from the year 1865 every effort has been made by the Government to promote the civilisation of the Natives, and any failure of the measures they have adopted has been not the fault of the Government, but the fault of the Natives. My opinion with regard to hospitals is that it would have been utterly futile to have purely Maori hospitals, for they would not have attended them, and they would have been useless. But, I may say, the Natives have used our hospitals throughout. As a matter of fact, in the Province of Canterbury, I made it my business from 1868 downwards to see that Natives were admitted to the hospitals; and Mr. Mackay, as Commissioner of the Middle Island, was instructed to impress upon the Natives that they should avail themselves of these institutions as they stood. With regard to the schools, they were, as Mr. Mackay states, established wherever it was practicable to establish them. The Committee will see in the list given by him a number of instances in which district schools were used. It is true difficulties arose, because the Maoris did not properly clothe themselves, and on account of prejudice on the part of the Europeans; but I know myself there is no real reason at all against these schools being used more than they were by the Natives if it had not been for the notion on their part that I have mentioned, that they were prejudicing any monetary claims in respect of fulfilment of promises.

3. That is an opinion. Have you any evidence leading up to that opinion?—I have absolute evidence. I am prepared positively to state that I myself have pointed out on various occasions that they would not avail themselves of these privileges because it was prejudicing their claims in respect to schools.

4. *Hon. Mr. Shephard.*] Native schools?—Schools generally. I mentioned the Colac and Waikouaiti Natives, and, in communication with the Natives from time to time, I was aware of this feeling. I think I have gone through most of the points. Any further information I can give I shall be glad to give it.

5. *Hon. the Chairman.*] As regards the Ngaitahu, you appear to be of the general opinion that substantial justice has been done by the decisions of the Court—by awards made then, and the supplementary reserves made afterwards?—Yes.

6. That the promises of schools and hospitals, as a moral obligation, have been discharged?—Practically. As a special obligation, they have been discharged; but, of course, there is a continuous obligation on the part of the Government.

7. I mean up to the present time?—Yes; but any failure in respect to that could not be made

a matter of monetary consideration. I should like to say that I hold a strong opinion that the making of large Native reserves would work out extremely mischievously.

8. In your evidence you hinted at the possibility or probability of some "adjustments"—that was, I think, the term you used—of the lands awarded to the Natives; and, as I understood you, you hinted at the amplification of the lands being necessary in some cases?—Certainly. At the sitting of the Native Land Court, Natives were coming in who were not in before, and further claims yet may come in. I am not in a position to say whether there will be large claims, but the complaints of the Natives point to the necessity of an inquiry as to what Natives are landless. I forgot to say that a large portion of these reserves at Kaiapoi, Arowhenua, next my own place, and at various places I am acquainted with are being let by the Natives, in some cases for entirely inadequate considerations, to Europeans. These reserves were made to be occupation reserves for them to keep, and, in places like Rapaki and Port Levy, as situations from which they could still continue to fish, and have the advantages of their early form of life. They are simply letting the land, and not occupying or cultivating more than a portion of it; and the tendency of the enlargement of these reserves is to create a people living in idleness. I contend that it never could have been the intention of the Government that such a state of things should come about. It would tend, not to civilisation, but to the creation of an idle and degraded race; and it is extremely desirable that no step should be taken to prevent a labouring-class from arising among the Natives. In the formation of that class among the Natives lies, to my mind, the future salvation of the race.

9. In view of your opinion that there might be cases where adjustments and amplifications of their lands are necessary to meet certain cases, what do you consider to be a sufficiency? You understand what I mean?—Yes.

10. I want to get your opinion as to what you consider to be the right measure of endowment, or whatever term you like to use?—It varies very much. I may say I am of opinion that the landed endowments are more than ample now, but the question is whether we can deal with individual cases of hardship or want. I think no Native should be without reasonable means of settlement upon land to keep him from absolute want, and I think ten acres of good land to a Native, a head of a family, a very fair amount. Of course, if the land is poor, and in a situation where they could not get a living through fishing, a larger quantity would be necessary. It varies according to the situation of the land.

11. Then, you consider there should be a fairly sufficient acreage, and that the people should be able to live by working on the land?—Yes.

12. Without any additional assistance?—Yes.

13. Pecuniary, I mean?—Yes.

14. Have you any reason to believe that there are at present without means any Natives belonging to Ngaitahu?—I have been living lately out of the means of knowing, but I am of opinion that the effect of the renewals of these leases of land which they ought to have occupied and worked has brought the Natives into a state of poverty and destitution, in some cases, at any rate, owing to their manner of life—to drinking and idleness.

15. From their anticipating their income?—Yes. The position of the Native landlord is a very unfortunate one, I think.

16. What do you consider to be the duty of the State to destitute Natives generally, supposing that such did exist? I will enlarge my question by saying, do you recognise in any degree the claim for paternal care which runs through the whole of these demands, and which is even hinted at by Judge Fenton in his report on the petition of the Ngaitahu?—I think paternal care was intended to be a vanishing quantity from time to time; that habits of industry were to be promoted by the setting-aside of reserves up to a certain extent; and that the State has thrown upon it for the time being the duty or obligation of advising the Natives, and has done so through Commissioners—in some cases, I regret to say, unwisely, as it has had a tendency towards fostering unfortunate claims, and towards the permanent creation of a Native Department. This report of Mr. Mackay's is a striking instance of what I mean—the creation of a trust, an administration, a department; and the Natives would get very little out of it.

17. Do you know what is the position now as regards the general question of attention to the Natives—that is, the Government being informed of their condition?—No; I am not in a position to give any evidence on that. Mr. Mackay has been appointed a Judge of the Native Land Court, and has ceased to be a Commissioner. I think a good deal ought to be done to see that the Natives are properly advised as to dealings with their lands—educating them, if possible, as it was intended they should be, to occupy industrial positions; and a good deal should be done to see that they do not obtain insufficient rent. Of course I do not object to the leasing of land they do not occupy, but the leases should not be for nominal considerations and the money squandered. In that case the State could exercise an educational and beneficial influence.

18. Do you think the Natives have entirely uncontrolled power of leasing their lands—I mean in these instances?—Yes; they have leased them. I doubt whether the leases have been valid; but this also is to be said, that they leased the land in good faith, and it would require time and the allowing of certain leases to drop in and be taken up in a proper way in order to reduce the thing to a system. You want to reduce things to a system, and to see that the leases are for proper values.

19. Do you doubt the legality of these contracts?—I cannot say anything definite on that point, but my impression is that many of the contracts are not legal, like a lot of Native agreements, which are drawn in good faith and practically validated by Government.

Hon. the Chairman: I would remark that we should not put any questions just now about other claims, because I think, and the Committee will agree with me, that it is better to confine our attention at present to the Ngaitahu. That would prevent that case getting mixed up with others. If the Committee share that view with me they will not put any questions except in reference to Ngaitahu.

Hon. Mr. Richmond : Yes ; I think that course advisable. *Mr. Mackay* states that the promises relative to hospitals and schools, and the responsibility of the Government in those respects, do not extend to the Otakou purchase ; and that, I think, you will find more or less strongly stated in his evidence ; and therefore this purchase stands in a different relation with respect to that.

20. *Hon. the Chairman.*] I understand from you, *Mr. Rolleston*, that there were about six thousand acres of reserves for six hundred odd people?—Yes ; giving each person about ten acres.

21. *Captain Russell.*] Should you think that ample to settle upon and work as farms?—I view the possession of these reserves, in relation to fishing and so on, and the quality of the land, as being sufficient to maintain the Natives in a far better position than they were when the Europeans came, if they had habits of industry. I do not mean to say that you could immediately force the Natives into habits of industry ; and in 1868 I considered that the reserves should be of a larger character. I have now no doubt, from my knowledge of what can be done, that those reserves are ample for the purpose, and will grow far more food than can be consumed by the Natives themselves. But I was of opinion that they should be increased for various reasons, and they were.

22. Have you had any means of knowing whether the Natives realised what ten acres of land were when they parted with Ngaitahu—how really little it represented? Do you think, in other words, they would have accepted such a reserve if they had known what it meant?—I think they knew. It was pointed out on the ground what it meant, because the boundaries were marked, and that area represented all the land that they had in cultivation—that is, that they bestowed labour upon, and really had any title to.

23. I see it here stated that there would be further reserves after the survey, and that such was the understanding of the Natives when they alienated their land. Do you know whether that has been complied with?—Oh, yes ! that is the question that the Native Land Court sat upon. When Kemp went down he neglected to do what he was told—to lay out upon the ground the reserves before he completed the purchase. He paid the money down before the reserves were made, instead of withholding the payment of the money until after the reserves were made. *Mr. Mantell* was sent down to make the reserves. The deed contained a clause that further reserves would be made. *Mr. Mantell's* mission was not supposed to fulfil that. At any rate, further fulfilments were effected at the sitting of the Native Land Court. Their judgment proceeds upon that. If you read the judgment of the Native Land Court, and *Judge Fenton's* report, you will see that the Court proceeded upon that, and that it gave the claimants further courage.

24. You are familiar with the land legislation passed in recent years?—I never understood the Native Land Administration Act.

25. But it is there provided that the Natives shall not be allowed to alienate their land unless a certain amount remains—sufficient to insure their having ample land left to prevent them becoming paupers?—Yes.

26. Do you remember what amount that is?—No, not at this moment.

27. My object is to inquire whether you would not think the Natives of the Middle Island should have secured to them an amount such as has been declared as necessary for the Natives in the North Island?—I think this purchase must go upon its own merits. A provision of that kind respecting the North Island, or any particular part of the colony, would not necessarily apply ; and I think that what was done in respect of this purchase was much more ample and satisfactory than in any other purchase in the colony. I think it would be most mischievous to do what *Mr. Mackay* urges—that is, to reopen the question as to what area should be given to these Natives, seeing that the question has been finally decided.

28. *Hon. Mr. Waterhouse.*] I gather from what you have stated that you are of opinion that the reserves made are sufficient for the requirements of the Natives if they had not leased portions of these reserves?—Yes ; I do not say they are not sufficient as it is, but under the circumstances the Natives are forced to go into labour. The adjustment of the rents is very much needed.

29. Have the Natives any power of selling the land?—No.

30. *Hon. Sir J. Hall.*] What do you mean by adjustment of the rents?—In this way : I know a settlement in which a Native looks upon himself as king. For instance, a Native recently died who had absolutely absorbed the whole of the rents of the people, who had to go out to work. They did not, however, suffer any absolute want from this, as far as I know, as they were very good work-people.

31. *Hon. Mr. Waterhouse.*] You say the leases have been partially validated by Government : what is the Committee to understand by that?—They have been validated, impliedly, because Government officers have not attempted to interfere with those leases. I do not say that there has been any legal validation, if they are illegal, but the Government has decidedly let them go by.

32. *Mr. Carroll.*] Countenanced them?—It has let them go by, not discountenanced them.

33. *Hon. Mr. Waterhouse.*] You are doubtful as regards their being legally valid if the question were raised in a Court of law?—I am not in a position to express a definite opinion as regards particular leases. I am aware that a very considerable portion of the property we have been dealing with has been let on leases of a very questionable character.

34. What signification do you attach to that expression “questionable character”—legal or moral?—Legal. I will give the Committee an instance. I know of one block of land which the Natives have leased—I should not be prepared to say that the lease can be upset—at 4s. an acre. It is some of the best land in the colony, and is re-leased to croppers at £1 or £1 10s. an acre.

35. Do you know anything as regards the length of the tenure of these leases?—No ; I cannot deal with specific leases.

36. Under existing legislation these leases are altogether illegal, are they not?—I do not know what may be done with regard to the issue of grants, since I have had no personal acquaintance with their particular terms.

37. Can you inform the Committee when the question of unfulfilled promises in regard to

reserves was first raised?—I think I stated to the Committee that the sitting of the Land Court was the first occasion when the idea of largely-increased areas arose. Mr. Hunter Brown's instructions from Mr. Mantell, himself a Commissioner, had not any reference to that; and, indeed, if my memory is not mistaken, there is an occasion on which Mr. Hunter Brown was instructed—in fact, it is in his instructions—not to discuss with the Natives the question of increased areas being given to them. It was after that period that this question arose.

38. You are aware that in 1864 Mr. Clarke was sent down to the Middle Island to examine and report upon the alleged grievances of the Natives?—Yes.

39. Is it not the case that on that occasion he did not refer at all to any allegations being made by the Natives of promises having been unfulfilled as regards the setting-apart of reserves?—That is so, to the best of my recollection. That was prior to the date of the appointment of Mr. Hunter Brown. As I say, it was not till the time of the sitting of the Court and the dealing with this question that this idea attained any prominence.

40. Then, this alleged grievance as regards the insufficiency of reserves must have arisen fifteen or twenty years after the signing of the deed?—Yes.

41. I gather that, from the knowledge you possess upon the subject, you still incline towards the opinion that there should be further investigations into the matter, so far as it is necessitated by a desire to meet the claims of those who are landless?—I was a member of a Committee which came to that conclusion—that it was advisable that an investigation should take place, if there were any landless Natives. But, in my own opinion, there is no ground for reopening the general question at all. If it had not been for reports of that kind the claims would never have been raised. If anything is to be done I am clearly of opinion that every Native who has received land under Mr. Mantell's award, or the Native Land Court award, should not have the sufficiency or otherwise of his allotment considered.

42. Should not have the allotment called in question?—I do not think the question should be reopened except in respect to Natives who are in want. The Native Land Court has been occupied in determining the titles to the subdivisions of these reserves, and if the Court does its duty this question will never be heard of again. But there may be a few cases, perfectly trivial in quantity, where subsequent claims are arising from Natives coming in. I do not see why they should come in. I do not see any ground for complaint.

43. *Mr. Beetham.*] You told us, Mr. Rolleston, did you not, that the Native Land Act was passed in 1885?—In 1865.

44. And the Court sat to investigate into complaints in 1868?—Yes.

45. And we understand that the Ngaitahu Settlement Claims Act passed in 1868 rendered final the award of the Court held in the same year?—The Ngaitahu Reference Validation Act was merely to deal with a technical point that arose in reference to this deed. Under the Act of 1865 the Government had power to refer all inchoate purchases to the Native Land Court for final determination. A technical point arose in respect of that order of reference, which was set right in 1868, when the Natives were before the Court by counsel, and the Government was also there by counsel. I myself was there as Crown Agent, and Mr. Mackay generally, as assisting in the whole thing. It was a matter of agreement between both parties to accept the decision of the Court. The question which arose, as you will see by reference to the preamble, was a mere technical one, which was set right in 1868. It was not a question of allowing the thing to be done, but the order of reference was signed by a Minister of the Crown instead of by the Governor. Now, the habit of the Court was this: that, the Crown Agent acting, being authorised to act, as I was, for the Crown, what he stated was taken by the Court as the act of the Crown. It was impossible to conduct the Court otherwise.

46. Another point I am not quite clear about. Have I not heard you say that at the Court you recommended that one acre in ten be set aside for the benefit of the Natives: were those instructions to the purchasers or Mr. Mackay's recommendation?—No; that question has no bearing upon the Ngaitahu.

47. And, from your own knowledge, do you know whether all the Natives interested in the Ngaitahu had sufficient notice to enable them to attend the Court in 1868?—Absolutely so; full notice; and for months before, as the records will show, those present at the sittings of the Court were told. And letter after letter was sent out stating that the Court would sit to hear their claims; and Natives were present from all parts.

48. *Mr. Carroll.*] You say that at the sitting of the Native Land Court in 1868 Mr. Mackay was there to assist the Natives?—Yes.

49. Was he a Government officer at the time?—Yes, he was.

50. Was there any arrangement between the Native claimants and the Government that the decision of the Native Land Court should be final?—It was the essence of the reference to the Native Land Court that it should be so.

51. You say that these claims were not made before the year 1868?—Not in the manner in which they are now alleged.

52. They were alleged in a different form?—Yes. There were land claims to the Kaitorete Spit, in Canterbury, and certain portions of ground which the Natives wished to obtain; and they were, of course, dealt with by the Court in the award. Some blocks were given in the nature of reserves, and others were given so that they would not interfere with the general progress of the country—that is, with respect to the drainage of the country, fishing-ground, Lake Ellesmere, and so on. You will find it all set out in the judgment of the Court.

53. The Ngaitahu purchase extended from one coast to the other, and afterwards a portion of the same block was sold. What was the reason of that?—It was considered, I think, that the Tainui followers had not been sufficiently dealt with in respect to these West Coast reserves, and for that reason this purchase was made. I may say the records are very scanty upon that matter;

but I understand that to have been the reason of the *quasi*-purchase. It was really an adjustment of claims made by that section of the Natives.

54. So far as the West Coast Natives were concerned, the Ngaitahu purchase was not given?—I do not think it meant that; it was a further recognition of the claims of Tainui's people in that particular district.

55. The West Coast Natives, Tainui's people, not having participated in the purchase, and being owners of the land that was sold; was it not that way?—Oh, no! I think you will find Tainui received money in respect of the Ngaitahu purchase.

56. However, they became distinct purchasers afterwards?—No; I think not. I do not think the thing was ever clearly laid down; but I guarded myself from calling it purchase. It was rather a fresh adjustment of claims.

57. I ask this question because you seem to think that the West Coast reserves should be assumed to be part of the Ngaitahu purchase.—I may say I do think they ought to be considered as a further carrying-out of the Ngaitahu purchase conditions, though not technically so.

58. *Hon. Mr. Shephard.*] You do not mean that the Tainui party got any reserves on the East Coast?—I should not like to say that, but I rather think they did. I should not like to state that positively from memory, but they were taken into consideration in the payments.

59. With regard to these leases which you say had not been discountenanced by the Government, can you tell me the area of land under lease?—No, I cannot now. The Rapaki Reserve was leased for years in connection with the adjoining run, the Natives only retaining for their occupation a small portion on the Lyttelton-Governor's Bay Road. The reserve at Port Levy was leased for years to a prominent settler there; and the Natives there, being on friendly terms with the settlers, lived upon their fishing, but did not occupy the whole of the reserve as a matter of occupation for themselves. The Native reserve at Kaiapoi was certainly leased to Europeans till recently.

60. *Mr. Carroll.*] I understand you to say that had the Natives not leased their reserves they would not have been in their present condition?—I was rather inclined to think that had they not leased these lands they would not be in their present condition. That premises they would have adopted habits of industry. I say the Natives had in their reserves a sufficiency to enable them to follow industrial occupations, and obtain a sufficiency of living like Europeans.

61. *Hon. Mr. Reynolds.*] Have you ever seen any document providing for the setting-aside of one-tenth of the land for the Natives?—None with regard to the Ngaitahu Block whatever. I know of no document that gives the slightest colouring to that.

62. Did you ever come across any document at the time you were Under-Secretary, and either before or since that time, containing evidence to the effect that that was the intention of the Government when these purchases were made?—With regard to the Ngaitahu purchase, there is no document whatever of the kind, and Mr. Mackay's own evidence shows that this is an entirely new idea with regard to the purchases in the South. Mr. Nairn and the other people were the first who alleged it.

63. *Mr. Carroll.*] Did not this question of tenths arise in purchases at all? How did it arise?—It arose through connection with the purchase elsewhere by the New Zealand Company. In Nelson, for instance, tenths were allowed. That was a bargain, and the Natives understood it as such.

64. Was not that made the basis of calculations in the Ngaitahu deed?—No, it was never made to any extent an element of consideration in dealing with these reserves. It never came before the Native Court, or before Mr. Mantell, or was brought up in any way whatever.

65. *Hon. Mr. Shephard.*] Mr. Rolleston has hardly answered my question as to the leasing of these reserves. I wish it to be made clear, as it has a bearing upon this question. Have you ever seen any documentary evidence of any promise on the part of the Government, or any one authorised to make promises, that these reserves were to be made to the extent of one-tenth?—I thought I had made myself clear upon that matter. There is no such indication anywhere that the reserves were to be made upon that basis whatever. The whole evidence of Mr. Mantell himself upon that subject tends to show that there was no such intention whatever.

66. *Hon. Sir J. Hall.*] Do you know the number of Natives interested in the Ngaitahu deed?—The people interested in the Ngaitahu purchase are altogether about 1,250, and the acreage in round numbers is 37,500, which amounts to something like thirty acres each.

67. Some of these Natives are also interested in the Murihiku Block?—I think so. I do not know much about that purchase.

68. Are you aware how many of these Natives are interested in the Arowhenua Block?—I cannot say from memory.

69. Are you aware that some of the Natives of Arowhenua are also interested in the Kaiapoi reserves?—They are, I believe.

70. Are you aware that the Rev. Mr. Stack was appointed Native Agent, and took charge and general care of the Natives, not only in Canterbury, but as far down at Otago?—Yes, I think so.

71. About what date was he appointed?—Before 1865. He was first of all, I think, appointed in connection with the Church of England Mission, and his salary was supplemented by the Government continuously from 1863 or 1864 onwards; and you will find in the evidence given to the Committee the sums of money expended in that respect.

72. It was he who first had charge of the Native school at Kaiapoi?—Yes.

73. That was established in 1867?—I think so; about that time.

74. That is kept up still?—Yes.

75. No separate hospital has been established?—No; I do not think so.

76. Medical men were subsidised at Kaiapoi and Arowhenua to provide medical attendance for the Natives?—Yes.

77. Can you say from what date?—About 1865.

78. Has that continued down to the present time?—I do not think it has.

79. Do you know when it was discontinued?—No. I am of opinion, I may say, that the time has come when the Natives should avail themselves of European institutions. In a number of these outlying places medical attendance was not availed of by them, and I think it was far better that they should go to get advice from the hospitals of the country.

80. They received gratuitous attendance and gratuitous medicines?—There was no time when the Natives could not have had gratuitous attendance and gratuitous medicines if they chose to apply for it.

81. Are you aware the Provincial Government of Canterbury made anything else for the benefit of the Natives?—I do not recollect particularly. They subsidised their churches and schools. I know they did the school at Kaiapoi. I am aware personally from my own instructions that the hospital at Christchurch was always open to the Maoris.

82. And Mr. Stack was always present to advise them?—Yes, he was.

83. Are you aware of any lands of the Natives that have been sold by them?—I do not recollect any.

84. Are you aware that Taiaroa himself sold a farm down at Lake Ellesmere?—I am not aware of that.

85. I think I understood, with regard to the West Coast reserves, that there was no further fulfilment of promises held out to the Natives at the time of the Ngaitahu purchase by Taiaroa?—I do not think I went quite so far as that. I said practically it was a further fulfilment of that. I do not know whether it was connected in the minds of those who did it in that way; but no doubt it was a repurchase.

86. Was there anything suggested by the Court of 1868 as being due to the Natives or as desirable to do for the Natives which was not done?—No. Mr. Fenton's report will show to the Committee that every suggestion of the Court and every order of the Court was given effect to. I think there is some order not yet given effect to. See Mr. Fenton's report.

87. Is there anything which you can suggest now to accomplish complete fulfilment, to satisfy any moral claims the Natives may have upon the Government in respect of these purchases?—My own view would be this: It would be extremely injudicious to go into the system of further reserves by way of endowments. I differ in that opinion from the members of the Committee of 1882. Subsequent events have led me to the conclusion that the making of these endowment reserves is a very mischievous way of dealing with Native claims. I am of opinion that there should be no inquiry made so far as is suggested in the first point of the instructions of the commission to Mr. Mackay, as to any Natives being in a state of poverty from want of land to occupy. There should be no further endowment reserves. If necessary, residence reserves might be made where it was shown there was absolute pauperism. My own view would be very strongly to deal no more with land except where pauperism by want of any land was established. Let the Government issue terminable annuities. This dealing with land is, to my mind, from experience which I do not wish to recur to, accompanied with very great evils. I feel, with regard to all land-purchase, it would be far better to pay annuities, which would not allow of the squandering of money, and would maintain the Natives above want. The only hope is that of the Natives becoming an industrious people.

88. *Hon. Mr. Richmond.*] You were in former years acquainted with the state of things in the Province of Nelson?—Yes.

89. You remember they enjoyed one-tenth of the land there?—Yes.

90. Can you state anything as to the social and moral condition of the Natives in that part of the country?—I should like to speak subject to correction, because I have not got recent data. My own impression is that the management of these tenths has tended more to the aggrandisement of the department than to the advantage of the Natives. The medical men in the district subsidised out of the proceeds of these reserves were far more medical men for the outlying districts in which they were than for the benefit of the Natives. I may say the trust there has been very fairly administered; but the school, I understand, at Motueka is broken up.

91. *Hon. the Chairman.*] In your evidence you have only spoken as to the steps taken from time to time to meet the question of schools and hospitals and general supervision in the Province of Canterbury?—Yes.

92. Can you, from your own knowledge, tell the Committee what has been done in the same direction in respect of the Ngaitahu purchase in Otago?—Mr. Mackay's report gives information accurately as to what has been done. Anything I could say would merely be from recollection of documents in that connection. The Waikouaiti, Moeraki, and Orepuki Natives were all attended to by the Government in the same way.

93. Was there anything in that part of the country similar to the supervision mentioned as being exercised by Mr. Stack?—Mr. Wohlers did a great deal to help the Natives, and Mr. Watt was also a gentleman who interested himself in the Natives, and did all he could to satisfy what is understood by the term "*atawhai*."

94. Do I understand that any similar supervision by these or other gentlemen is now practised?—I cannot speak of the present time.

95. *Captain Russell.*] How many years was it after the purchase of this block when the first complaints came from the Natives?—I am only acquainted with the subject from 1865. Mr. Mantell's first complaints were in 1856. The first systematic taking-up of the question was in 1865.

96. Nearly twenty years afterwards. May this not have arisen from the fact that the Imperial Government maintained the administration of affairs till the end of 1863—that is to say, there might have been complaints previously that we knew nothing of?—That I could not speak about. My impression is that not only has there been no wilful neglect on the part of the Crown, but all has been done that could be done until settlement of the country had so far advanced as to enable the Government to deal with the question as they were dealing with other questions.

97. *Hon. Sir J. Hall.*] From your recollection of the 1868 Court, do you think Judge Fenton could throw any useful light on the subject?—I do not think he could, any more than he has done in this ample report of his.

FRIDAY, 6TH JULY, 1888.

Hon. Mr. ROLLESTON'S examination continued.

Hon. the Chairman: Before we go on to any fresh subject, it might be advisable to ask whether the Committee would like to ask Mr. Rolleston any supplementary questions with regard to the Ngaitahu purchase.

98. *Hon. Mr. Waterhouse.*] I see in the instructions to Mr. Mantell he was requested by the Government to keep a pocketbook or diary containing a full record of his negotiations with the Natives: are you aware that that diary was ever produced before any Committee or brought forward in any way?—I do not recollect. Mr. Mantell's report is very full upon the transactions in respect of the Ngaitahu Block, and in that report, so far as I recollect, there is no reference to this important subject of promises as part of the consideration, though no doubt it was part of his instructions that he should hold out to the Natives the inducements which would accrue from the introduction of European civilisation.

99. *Hon. Mr. Reynolds.*] Is there any document that shows instructions were given to Mr. Mantell as to verbal promises?—I do not recollect any document at this moment. At any rate, so far as I am aware, there is no reference in his report to the transactions, and 1856 was the first time that subject was prominently brought forward, the purchase having taken place in 1848. I am speaking now from memory, but that is my impression.

100. *Mr. Beetham.*] With respect to that one-tenth, it appears to have been set apart by the New Zealand Company as reserves for the use of the Natives. Is it not the case that the Government stepped into the position of Colonel Wakefield in that matter in concluding the purchase?—In respect of the Ngaitahu purchase and Murihiku purchase, no one who was acquainted with the documents contends for a moment that the subject of tenths was ever mentioned in that connection at all. No one has ever contended that except Messrs. Nairn and Smith.

101. And Mr. Mackay?—Oh no! He states expressly that does not apply. He states that with regard to the Otakou Block.

102. *Hon. Mr. Waterhouse.*] The Ngaitahu purchase was being negotiated for by Colonel Wakefield in the first place. I notice "Colonel Wakefield's purchase" on the map attached to the deed?—Kemp's deed unfortunately did contain the name of the agent of the New Zealand Company in it; but there was no negotiation by the Company that I am aware of.

Mr. Morpeth, Native Office: The instructions were direct from the Governor to Kemp.

103. *Hon. the Chairman.*] We might, I think, take the Murihiku Block now. Have you anything to say about that?—I have nothing more to say with regard to the Murihiku purchase. I have no special cognisance of any of the details of this purchase. Mr. Mackay states that the circumstances were very much similar in respect of hospitals and promises of aid from the Government to that of the Ngaitahu purchase. Mr. Mantell's report on the purchase is very full.

104. You have no special departmental acquaintance with it?—No; I have nothing that I could comment upon, and which would be of any use to the Committee.

105. As regards the Akaroa purchase, are you familiar with that?—There is nothing I have to say more than appears in Mr. Mackay's report.

106. *Hon. Sir J. Hall.*] Can you explain at all the fact that all that Akaroa Block was included in the Ngaitahu purchase, and, it seems to me, paid for a second time?—Doubts had arisen in respect of it; but I have no familiarity with the question which would enable me to give any evidence of value on the subject.

107. Was it the fact that some Natives came in and claimed they had not been paid? Do you know whether it was to the same Natives who received money on account of the Ngaitahu purchase that payments were made in respect of this block?—I have very little doubt that the payments were duplicated, but of that I am speaking from memory.

108. Do you recollect an Akaroa chief who came down at the time Mr. Hamilton made his payments? Was he paid for any claims in respect of the Ngaitahu Block?—I do not recollect.

109. *Hon. the Chairman.*] As regards the Otakou Block, have you any intimate acquaintance with the case?—I should like to say, with regard to the Otakou Block, that this is the block with regard to which the question of tenths arises, and with regard to this block alone of the claims under consideration. I have only an acquaintance with this claim from the date of the Committee which sat in 1882, when evidence was taken upon the subject. It appears from that evidence, as stated in the report of the Committee, that this question of tenths never arose until a date long subsequent to the purchase; and I would draw the attention of the Committee to the evidence upon which that report was made. Before that Committee, Mr. Mackay gives the following evidence in reply to Tairaroa: He states that a paragraph of Tairaroa's petition is at variance with all documentary evidence, and proceeds, "Captain Symonds, who made the Otago purchase, avoided making any arrangement with the Natives in reference to tenths. He made it a matter of special reference to the Governor.—Would not that substantiate what is in section 6—the fact of reference being made to the Governor about the tenths?—No; there was no understanding with the Natives that they should have tenths. The person who made the purchase specially avoided reference to it as far as the Natives were concerned.—Your knowledge is derived merely from the documents?—Entirely; I have no personal knowledge of the matter. I think it would be found, if Captain Symonds's evidence given before the Commission was turned up, that he corroborates the views expressed by me.—You mean the Commission which sat when Judge Smith and Mr. Nairn were Commissioners, that Captain Symonds and other witnesses gave evidence before?—Yes; I am

only alluding to Captain Symonds's evidence.—When you visited the Otago District did not the Natives complain to you of the unfulfilment of the promises in regard to tenths promised in the original sale of the Otago Block?—No; there was no reference made to tenths at that time, and I never heard any allusion to the subject." That is Mr. Mackay's evidence. He never heard any allusion to the subject. The question goes on, "You never heard from the Natives?—No; it was only afterwards, when engaged in compiling records of all transactions of the Middle Island, that I found documentary evidence with reference to the tenths."

111. That he found documentary evidence?—

Hon. Mr. Richmond: Yes; of course, the question of documentary evidence as it appears Mr. Mackay laid down in his report.

Hon. Mr. Rolleston: I have no evidence to give upon the matter. I know no more of this than from being a member of the Committee, and it is a question to be decided how far any of the intentions of the Government at the time which were not communicated to the Natives are an obligation in respect of these tenths in relation to the Otago Block.

112. *Hon. the Chairman*.] Are you speaking of the report of the Committee of 1882 upon the petition of Tairaroa and Tainui?—Yes.

113. You were a member of that Committee?—Yes.

114. I see there that that Committee treats the two purchases, Ngaitahu and Otago, as in the same position as regards the tenths; that is to say, they report that there was nothing to show that the principle of tenths was applicable to either of them?—Yes; that was the opinion of the Committee.

115. And that is what you now intend to convey as being your own opinion?—I have never seen any sufficient reason shown by any documents up to the present to indicate that there is any ground for the claims in respect of these tenths. I wish to guard myself in that; documents may turn up of which we are not aware; but certainly the Natives were not acquainted with them; and it seems to me to be a question whether there was any obligation on the Crown in respect of this in consequence of anything that may have passed between the Governor and Major Richmond, the Superintendent of the Island, and so on—I mean what passed in the offices about it. The question is whether the principle of tenths had any application at all. So far as I have seen the evidence, there was no ground for applying the principle of tenths in the Otago Block, and the Committee thought the principle had no application.

116. You base that view on the absence of any evidence of promises?—Yes; and the absence of any claim made in respect of it by the Natives.

117. Do you know when the purchases in Nelson were made?—I do not recollect at this moment, but it would have been previously.

118. Previous to the purchase of the Otago Block?—Yes.

Hon. Mr. Richmond: It was called the second settlement.

119. *Hon. the Chairman*.] Do you know whether in these purchases promises were made to the Natives upon which their claim to the tenths was afterwards recognised as it was?—I could not make a statement upon that, because my memory is not good enough for the matter.

120. Do you think it probable that, at the time the Otago purchases were made, the Natives would have been aware of the tenths being recognised in the purchases in the north of the Middle Island—that is, in Nelson?—I do not know; but I think the question would have been brought up if it had been known. Presumably, the question would have been raised if it had entered into their calculations at all.

121. What was the conduct of the Wairarapa Natives in the North Island?—They never let their claims lie dormant in respect of their percentage.

122. *Hon. Mr. Waterhouse*.] Has your attention, Mr. Rolleston, been called to Mr. Symonds's report to the Superintendent of the southern division of the Middle Island at the time he concluded these purchases from the Natives?—Not of late years. I have not seen it.

123. You know generally the nature of the deed under which the Natives conveyed the land to the General Government?—Yes; but I have not had any acquaintance with that of late years sufficient to recall it without reference.

124. In this report Captain Symonds states that, "The Natives having expressed their anxiety to make some special provision for the future benefit of themselves and children by reserving certain portions of land within the limits of the purchase which they now partially occupy, the management of which to a certain extent they were desirous of retaining in their own hands, I approved of their selections, four in number, three of which—viz., Omate, Pukekura, and Taiari—I personally inspected, accompanied by Colonel Wakefield, Mr. Clarke, and the most influential chiefs, and saw the boundaries pointed out and marked off." These are the exceptions to the deed to which I understand you to allude?—Yes.

125. Captain Symonds then proceeded to say, "I pursued this course as regards Native reserves from the conviction that the system heretofore adopted in other purchases of large tracts was beyond the comprehension of the aborigines; and, at the suggestion of Colonel Wakefield, I left the further choice of reserves—viz., the tenth part of all land sold by the New Zealand Company—to be decided by His Excellency the Governor, without making any express stipulation with the Natives on the subject"?—Yes.

126. Does not that appear to your mind to convey that all claim to the tenths was purposely set aside in favour of these reserves?—We thought so on the Committee in 1882.

At the request of Captain Russell, the *Hon. Mr. Waterhouse* again read Captain Symonds's statement.

Hon. Mr. Rolleston: I should like to add, that was the view of the Committee on such evidence as was taken before the Committee. I have no other knowledge of the fact. I have not seen Captain Symonds's report on the matter before the Commission.

127. *Hon. Mr. Shephard.*] I understand Mr. Rolleston does not make the statements he has made this morning as evidence, but as the conclusions he has come to from what he has heard from other persons?—I have stated that my evidence, except with regard to some points affecting the Ngaitahu purchase, was not upon personal knowledge of my own, but simply from the reading of documents.

128. *Hon. the Chairman.*] Would you look at the last paragraph but three of Mr. Mackay's report, page 15, in which he states: "No doubt can exist that the New Zealand Company fully admitted the right of the Natives to have a tenth of the land set apart for them in the Otakou Block in the same manner as was carried out in their other settlements; but the reservation and selection of these lands were left to the Colonial Government, but from some unexplained cause Governor Fitzroy omitted to give the necessary directions to have the lands selected, notwithstanding the desirability of doing so was brought before his notice more than once by the Superintendent of New Munster, although it was one of the conditions laid down, upon which the Crown's right of pre-emption was to be waived, 'that all existing arrangements by the Government with respect to the New Zealand Company's settlements should be strictly observed.'" Have you any remark to make upon that?—No; that is an expression of opinion on Mr. Mackay's part.

129. Have you examined into the accuracy of that in any way in forming your opinion about the tenths?—This opinion is an opinion formed by Mr. Mackay upon data which he suggests above. To my mind, these data are not conclusive of any obligation on the part of the Crown to the Natives, though they undoubtedly establish the fact that the authorities, or some of them, had in their minds some dealing with reserves upon this principle.

130. On the subject of the land actually granted to the Natives in respect of the Otakou Block, have you formed any opinion as to the sufficiency of these reserves?—It was considered to be sufficient at the time, and my own opinion is that the reserves on the whole were sufficient, according to the intention at the time. I have no personal knowledge of these particular reserves, and therefore my evidence would not be worth having. As to the acreage, I may say the acreage is larger in respect to the Murihiku Block than the others.

131. I am speaking of the Otakou Block?—I think the same probably applies. I think the acreage in respect of that block is larger.

132. You have no special knowledge?—I have no special knowledge.

133. *Hon. Mr. Waterhouse.*] Do you know at all when the first claim was put forth by the Natives that the provisions of the agreement in regard to the sale of the Otakou Block had not been fulfilled?—It appears from Mr. Mackay's evidence, as quoted, that it was subsequent to the publication of those two volumes on Middle Island affairs. That was the first intimation, the first public document that gave any show to the question of tenths.

134. When were those two books to which you refer published?—In 1873.

135. Then, nearly thirty years elapsed before any public claim was made for the satisfaction of these claims?—It would appear so. Yes.

136. *Hon. Sir J. Hall.*] Were the claims of the Natives overlapped—that is, did those who claimed in respect of the Ngaitahu Block also claim in the Otakou Block?—I do not think so with regard to the Otakou Block. I think they did with regard to some of the other blocks.

137. Take Taiaroa, for instance: his claims extended over three blocks. Are you aware that there were other Natives in the same position?—I could not say definitely.

138. Tuhawaiki—was he not in that position?—I could not say.

TUESDAY, 24TH JULY, 1888.

Hon. Mr. MANTELL examined.

139. *Hon. the Chairman.*] We are considering the Ngaitahu case. Do you adhere to the opinion which you have expressed in certain papers, documents, and correspondence to the effect that the promises which largely induced the Ngaitahu Natives to cede their lands to you, as representing the Government, have not been fulfilled?—They express my opinion at the time. When I made the statements I could speak confidently. I have not been in a position to know what has been done since; but it is impossible that the promises can have been fulfilled.

140. Am I right in understanding your view to be that these promises were for hospitals and schools, and the exercise of a general care and solicitude?—Yes, you are quite right. I have with me an old document, which might assist the Committee upon the subject. It will show the note which I made in 1861, which I will hand to you. Of course, it will be returned to me.

141. Would you like to have this paper put down with your evidence?—I think it is just as well that it should be made public now.

Hon. the Chairman: The document reads as follows: "Auckland, 11th July, 1861.—My dear Fox,—I consent to take office only on the understanding that I shall receive the hearty support of yourself and your colleagues in my endeavours to carry the three following points—you will observe that each is but a claim to that justice to the weak by which alone, as I believe, we can obtain, or deserve to obtain, the confidence of the stronger tribes:—(1.) The establishment in the Middle Island of schools and hospitals for the Ngaitahu and Ngatimamoe, and the appointment of a properly-qualified officer to look after their welfare, as promised by me on the sale of their lands to the Queen. (2.) A reconsideration and just settlement of the claims of Matiaha Tiramorehuma, at Waipara, &c. (3.) The settlement of an inalienable estate of not less than four hundred acres on John Topi Patuki, as chief of the tribes of Ngaitahu and Ngatimamoe. A reserve of this extent was marked off for Topi at the Bluff by Captain Stokes, R.N., which, for many reasons, I would not confirm.—Believe me, very truly yours, WALTER MANTELL.—W. Fox, Esq., M.G.A., House of Representatives."

Witness : You will see that it is minuted at the corner.

142. *Hon. the Chairman.*] Yes, the minutes are, "Yes—W. Fox. Yes—Reader Wood. I. E. F. Yes—J. Williamson. T. H." Will you say why you declined to approve of the reserve of four hundred acres to Topi?—Because Captain Stokes had no authority to make such reserves. I had reason to believe that this was not the only case in which Captain Stokes had pointed out reserves for the Natives. My proceedings in subsequent land-purchases would have been embarrassed if sanction had been given to any one of them.

143. In your negotiations with the Natives, did you ever hold out to them any expectation of their receiving what is known as "tenths"?—No, not in the Ngaitahu Block. At the time the Ngaitahu Block was treated for the practice of giving tenths had been dropped. [Note by Chairman: Mr. Mantell also said that he distinctly told the Natives tenths would not apply to Ngaitahu.]

144. In making the reserves that were promised, and which you allotted, what reason had you in making a distinction in the quantity allotted between the Maoris of different ranks?—I scarcely understand your question.

145. Your award of reserves afterwards was on a uniform principle, was it not, as far as quantity?—Yes, so far as quantity was concerned. You will find evidence given before the Native Land Court, so far as I can recollect, in which about ten acres a head was looked upon as the correct award. I endeavoured to restrict the award to that amount in order to please the Government. But full evidence on that subject was given fully twenty years ago before the Native Land Court.

146. When you say you desired to please the Government, do you mean that you endeavoured to make the best bargain for the Government that you could?—I naturally desired to make the best bargain I could for the Government, because I looked to the Government for my future employment.

147. Have you ever formed any opinion as to the measure of relief that would satisfy the justice of the case from your point of view?—I could express no opinion about that.

148. You have not formed any opinion?—Not of late years, because I look upon the matter as past praying for. It is now, I think, impossible for any Government to satisfy the merits of the case compatibly with our institutions.

149. Are you of opinion that any relief should be granted?—I cannot say that; but I am not able to assist the Committee with any opinion as to what would be adequate. I wish the Committee to understand that, in taking the position which I have taken throughout this matter, I have been actuated simply by a conviction that it was our duty to adhere to our promises and contracts, not from any sentimental feelings towards the Natives, but in order to uphold the honour of our countrymen. That, I think, in connection with this matter is past praying for, and my interest in the subject has therefore ceased.

150. *Captain Russell.*] What do you imply when you say that the matter is "past praying for," and that your action was dictated by a desire to uphold the honour of the country?—The Imperial Government had it in its power for several years after it had ceased to be encumbered with companies to fulfil the terms which had been entered into by its own officers, and under its own direction.

151. *Mr. Carroll.*] You said something about Captain Stokes making reserves: did he make any reserves in connection with the Ngaitahu?—Oh, no! he made the reserves quite irrespective of that. It was at the Bluff, and not within the boundaries of the Ngaitahu purchase.

152. You say the Government could not possibly satisfy the merits of the case now; that it is past praying for: do you mean that you admit that at one time there was a chance of getting something done?—I would withdraw the expression "past praying for," because nothing is past praying for. I used the expression merely as a synonym for hopeless. It is quite competent for the Natives and their friends to pray for that or anything else. I certainly think that until the present Constitution was introduced into New Zealand it was always in the power of the Imperial Government to have a proper settlement of the matter effected.

153. Had the Natives a right to reserves then that they have not now; were they entitled to any relief then to which they are not entitled now?—I think they were entitled then, as they may theoretically be now, to the fulfilment of the promises which I made to them, as fully described in evidence of mine given in 1868. But at that time some promises might have been fully satisfied. At that time, also, the undertaking to give tenths within the Otago Block might have been fully satisfied by the Imperial Government without injury to anybody.

154. Then, they have never been satisfied?—No, they have not been satisfied, I believe.

155. *Captain Russell.*] You said just now that when you completed the Ngaitahu transaction the tenths had been dropped. Now, do you imagine that when the Natives were negotiated with they realised that they had been dropped?—Yes, it had been a matter of discussion between us; and I told them, whenever the question was raised, that the giving of tenths had been discontinued.

156. You think that, when they parted with the block, they accepted such reserves as you made as a final settlement of their land claims?—Oh, no! by no means. It is a rather embarrassing thing to have to go over and over again, after a lapse of many years, evidence given before. I prefer that my previous evidence should be taken in case of any apparent discrepancy between what I say then and now. The deed drawn up by Kemp spoke of future reserves being made for them. The deed, as you remember, was an informal one, and was declared by the Law Officers of the Crown to be not worth the parchment it was written on. When I was first sent down, in August, 1848, I was instructed to submit a new deed, which I still have, as given to me, in English. I was to translate it into Maori. But before I got down as far as Waikouaiti contrary instructions were given that the old deed was to be adhered to. That deed was brought up before the Native Land Court in Christchurch in 1868, I think, and it was impugned by the counsel for the Maoris on that occasion. But by a peculiar process, in which, I regret to say, a perfectly innocent gentleman was induced to take part, a fraud was perpetrated by the Court, or, rather, at the suggestion of the Court, by the

order of reference referring the deed to the Court as an incomplete transaction, the fulfilment of the conditions of which were to be dictated by the Court. Sir John Hall will remember the circumstances; and I only beg to say now that I hold him perfectly innocent in the matter, whatever blame may attach to others. The Court then proceeded under this order of reference to set aside additional reserves in the Canterbury District, which were all most liberally assented to by the authorities there. In Otago there was a different set of people, and, although not much obstruction could be given to the awards of the Court, yet I believe many obstructions have been offered there to the awards being carried out by the issue of Crown grants.

157. Then, may we take it that the Natives never did have allotted to them the land which they were led to understand they would have?—To say “what I led them to understand” is vague, necessarily, for I was not in a position to make any distinct promises, but only a further provision, as provided in the Ngaitahu deed.

158. A further provision?—Yes; that was left to His Excellency the Governor.

159. When the area of reserves, amounting in all to about ten acres a head, was allotted to the Natives, do you think they realised how small that area was?—They never failed to impress that upon me most energetically. They objected to give up the outlying cultivations which they had in use at the time, but which I required should be given up when needed for other purposes. The only consolation I could give on this point was that under the deed the Governor would make further provision.

160. In land?—In land, simply speaking of the promises of further provision contained in the deed.

161. Why did you yourself not set aside larger areas?—You mean at that time?

162. At that time?—I am afraid you do not see that I should have been incurring the displeasure of my official superior.

163. But the instructions forwarded you by the Lieutenant-Governor were amply wide enough to empower you to do what you chose?—I grant that; but I may mention, as possibly indicating the Lieutenant-Governor's idea of the extent of the “further provision,” an incident which is not, I think, on record. At an interview the Natives had with the Lieutenant-Governor at Akaroa, before we commenced proceedings, when I acted as interpreter, the Natives of Kaiapoi, or rather those interested in Kaiapoi, were present in large numbers. They spoke to the Governor about reserves to be made for them.

164. *Hon. Sir J. Hall.*] Lieutenant-Governor or Governor?—Lieutenant-Governor, Mr. Eyre. They then said they would like to have a block commencing at the Kowhai on the north and south to the Waimakariri, or Waikirikiri, or Selwyn, and extending that width across to the West Coast.

165. *Captain Russell.*] What area would that be?—Sir John Hall can tell you.

Hon. Sir J. Hall: The best part of the Province of Canterbury, and a considerable part of the Province of Westland.

Witness: The Lieutenant-Governor said that they could have it. I said to him in a low voice—for many of the Natives understood English—that, if this was promised, at all other places similar reserves would be required; the Island would be cut up into a succession of belts all across, and it would be hardly of any use for me to proceed. The Lieutenant-Governor was rather angry, but he then left the matter for me to decide.

166. *Captain Russell.*] Then, you would lead the Committee to understand that the Natives, in parting with their land, had a very distinct idea that very large reserves of land would be made for them?—That would look like it; but I cannot say. I never led them to expect very large reserves, but that there would be amply sufficient for their maintenance in future years. That was my own understanding of it.

167. But does that ten acres in any degree represent what the Natives imagined they would get?—No.

168. They would not have parted with the land unless they imagined they would have very large reserves?—Large reserves, and these other advantages also promised to them. I do not know whether it is reported in the proceedings of the Native Land Court at Dunedin, but a remarkable thing occurred there. The Judge asked me, in the course of my evidence, whether or not—“it is hardly evidence,” he said, “and I only ask out of curiosity”—whether or not I considered that these promises of hospitals, and schools, and general care on the part of the Government induced the Natives to give in to the terms of the Ngaitahu deed. That, of course, was interpreted like everything else, and the Court was full of Natives. I answered, yes. There was a general hum of assent all round. The Judge said it was very remarkable, and that he would make a point of reporting it; but I am not aware that he did so.

169. Did you lead the Natives to understand that the land in their hands after the cession of the whole block would become valuable from settlement, as would the whole of the land?—Yes.

170. Was that impressed upon them?—I laboured to impress it on them.

171. Did you think it had any effect?—No; I think not.

172. Was their position as against hostile tribes such as to lead them to part with their land for a small consideration?—You are upon another matter.

173. *Hon. the Chairman:* We do not want to open up a new question.

174. *Captain Russell.*] My object only was to get an idea as to whether they were willing to sell their land for a small consideration, for fear a greater power would take their land from them altogether?—I have heard that they had been threatened with soldiers to drive them out of the land.

175. You told us, in other words, that the honour of the country has not been satisfied in dealing with this block?—That is distinctly my conviction.

176. What do you, who were perfectly familiar with the case, think would have satisfied the

honour of the country at the time?—Well, perhaps, four hospitals, ten small schools, and £200 or £300 a year for a protector of aborigines.

177. But no more land?—I am speaking of the promises, not of the covenants of the deed, which were for more land.

178. I cannot quite understand what you think they were entitled to in the shape of land; whether the merest vague promises were made, or whether they were led to understand anything?—The Committee must understand that that was the promise of the Governor. I should hardly like to have it recorded that I think the Governor's promises were vague, and would always have remained vague, and would never have been fulfilled; but I think it not improbable.

179. But was not the whole Ngaitahu transaction closed through you, and were you not the executive officer?—I certainly distributed the last instalments of the payment for the Ngaitahu Block and returned the deed to the Government.

180. And made the last payment, I suppose?—I know of none after.

181. Were any of the promises you made in regard to land unsatisfied?—Do you mean distinct from those made by the Government in the deed?

182. No; simply what you yourself made?—I do not think so.

183. That all the promises you made were satisfied?—Yes; all that I was in a position to make. I was not in a position to make any on my own behalf.

184. Your instructions were to set aside reserves, and even have them measured off?—All that was done under my supervision. The only things not done were the institution of hospitals and schools, attending to the Natives' general welfare, and the conveyance of additional land as covenanted in the Ngaitahu deed.

185. *Hon. the Chairman.*] Allow me to call your attention to this extract from your evidence given before the Native Land Court: "I was instructed verbally by Lieut.-Governor Eyre to make certain promises to the Natives of what the Government intended to do for them in addition to paying for the land. I made this representation, and found it had great weight in inducing the Natives to come under the deed, but these promises have not yet been fulfilled. Was also instructed in writing to mark out reserves around and including pas, residences, or cultivations to the extent that may be necessary for the resident Natives, but to inform them that the Crown will hereafter mark out for them such additional reserves as may be considered necessary for their future wants. I took refuge under this promise with the Natives." That is on page 3 of Mr. Mackay's report. Though late, is not the system of Native schools and the benefit derived from European schools a partial fulfilment of the promises made that they should have schools and also the use of hospitals—does not that apply?—I look upon the use of those institutions now as being that which we should never have thought of withholding from them. I must remind you that a whole generation passed by—or, at any rate, a lapse of sixteen years occurred—without anything being done in that respect, and the result has been that many a Native of strong power of intellect and great talents has run to waste altogether. Every one of them should have been provided with the means of civilisation which the Government undertook to provide. It has been a matter of serious regret to me that many of my Maori friends, some of them able men, should not have had the benefit of education.

186. *Hon. Mr. Waterhouse.*] You spoke of Mr. Kemp being sent down to buy a block of twenty million acres: was it not the case that he was sent down, not to buy that block, the title of the Natives to which the Government did not recognise, seeing that the land had never been traversed and much of it had not even been seen by the Natives—was it not the case that he was instructed simply to buy the Native claims within that block?—That, I have urged, was the theory of the Native land purchase in the Middle Island at that time, and the title of the Commissioner—for instance, my title—was not land-purchaser, but Commissioner for Extinguishing Native Claims. Practically, however, the Government recognised the Native title as extending over the whole block. I know this, because on one occasion when a Native sent in a claim to the Government for land at the back, between Canterbury and Westland—

187. In what year?—I do not remember that, but I have documents, no doubt, which would show. It would be at about the time that some great statesman at Home sent out a despatch to the Governor to the effect that the Natives really had no right to all their land, and that there must be a vast quantity of waste land over which the Native title did not extend. At any rate, there was such a statement, and he sent it out here. It led to that idea as to the limited extent of the Native title. I minuted the Native's application that the land had not been occupied for many years, and that it probably came under that category. The reply of the Government was not in favour of that theory, and practically the claim of the Natives to every acre of land was recognised.

188. Was it not owing to Kemp failing to carry out the intentions of the Government that you were sent down there to clear up points in doubt, and to solve all difficulties in connection with that provision in the sale of the land?—That was the impression conveyed to me by the Lieutenant-Governor when he sent for me on the subject.

189. You state that sufficient land had not been reserved to the Natives at the time you negotiated the conclusion of the purchase, but that the matter was investigated in the Native Land Court, and fresh reserves made—on a liberal scale, I think I heard you say?—I am not quite sure. In the Canterbury part of the Ngaitahu Block it was so, but not quite so in the Otago portion. You see that, although both Canterbury and Otago belonged to the same Native tribe, the European tribes were different.

190. Then, did you regard the decision of the Native Land Court in 1868 as clearing up the undefined promises in respect of reserves?—It was looked upon by the Court in that way; the Natives seemed satisfied, and there was no opposition offered on the part of the provincial authorities in Canterbury.

191. It was the impression on all sides that it was a further settlement of their claims?—Yes.

192. You were Native Minister in 1861, were you not?—Yes.

193. You have read the conditions upon which you accepted the office of Native Minister. What action was taken in your time with the view of settling the points referred to in the communication?—None whatever.

194. Had you not an opportunity?—No. I left Auckland immediately after the session, as agreed with Mr. Fox, and I only returned to Auckland on hearing from the friend who had undertaken to look after my department in my absence that Native affairs were proceeding in a way of which he knew I would not approve.

195. You did nothing to establish schools and hospitals?—At that time more urgent matters were occupying the attention of the Government, especially of the Native Department.

196. Was Matiaha Tiramoreha's claim reconsidered in your time?—No; I think there were subsequent investigations. It dropped completely out of my sight.

197. And this claim of Topi's?—I do not think anything was ever done in respect of that.

198. *Hon. Sir J. Hall.*] Were you a Government officer at the time you were sent to complete this transaction?—I had been out of Government employ about four-and-twenty hours when I was sent for. Do you mean as a Government officer?

199. No. Were you at the time on the staff?—No; I had just been superseded in my office. It was one of those rare times when retrenchment became necessary. I had been employed as a superintendent, not a provincial officer—superintendent of a Native road-party.

200. You refer to promises of further reserves made, but say the deed of purchase was drawn up by Kemp?—Yes.

201. Were you sent down to fulfil those further promises?—No; that was for the Native Land Court to do.

202. You held you were not?—I held that the promises were not completed.

203. But that is not my question. You were sent down from Wellington. Was not the object of your mission to complete these promises?—No; I did not understand it to be so. There were a few scattered Natives up and down the coast, and, after the Native fashion, they had cultivations widely scattered. It was with a view to concentrate them—that is, to marking definite limits within which their present possessions should be included—that my duties chiefly related.

204. Another question: You stated to the Committee that Kemp's proceedings and yours acquired for the Government the Ngaitahu Block—an area of twenty million acres?—I do not know what is its exact area.

205. That went across from coast to coast, did it not?—Yes.

206. How is it that further purchases have been made from the West Coast Natives?—I am not in a position to explain that thoroughly; but it might be because the West Coast Natives, with the exception of Tainui, were not at all consulted in the Ngaitahu purchase.

207. Tainui was a principal chief?—Yes; he was residing—or I saw him—at Kaikainui.

208. He used to live at Kaiapoi?—Yes, on the Waimakariri, Kaikainui. The West Coast purchase was done when I was, I think, away out of the country.

209. Did you consider, at the time you returned from Akaroa, that you had completed the purchase right across from coast to coast?—Yes; that question was discussed fully in the proceedings before the Native Land Court at Kaiapoi; or, I think, it was before some Commission. I was compelled to go down and give evidence at Kaiapoi. Kemp was there too.

210. Do you recollect what year that was?—No; it was long ago.

Hon. Mr. Waterhouse: In 1879.

211. *Hon. Sir J. Hall.*] Was it not the Smith and Nairn Commission?—There have been so many of them, and I have given my evidence so often, without material difference, I hope.

212. With regard to what has been done in the way of medical assistance and care, are you aware that the Rev. Mr. Stack was paid for many years a salary to act as Native Agent?—Yes; I believe so. I am not distinctly aware of it; but I believe so. There is, however, a dreadful hiatus between the time these promises were made and the beginning to do anything in that direction.

213. Also in regard to medical attendance: although there were no separate hospitals for the Maoris, there were medical men in different parts of the Middle Island who were paid salaries by the Government in consideration of their giving medical attendance and medicines to the Natives?—I think it quite natural that it should have been so.

214. Are you aware, as a matter of fact, that it was so: at Kaiapoi, Little Arowhenua, and many other places?—I dare say; during these later years.

215. Well, go back a very considerable time?—You must remember that this matter travels over forty years; and supposing you trace back these provisions thirty years, that leaves a painful interval of ten. It is, however, not our fault, but the fault of the Imperial Government.

216. There is only one more small point. I do not quite understand your letter of 1856, which, no doubt, you can explain. In it you say, "The Natives' proportion of 15 per cent. on all proceeds of land sales, if it have been set apart from those of southern sales, has been misapplied. On this account at least £5,000 seems to have been due in 1854; but barely a tenth of this has been allotted to the Ngaitahu although they have, through my agency, ceded to Her Majesty a far larger extent of land than has ever been or will ever be so ceded by all other Natives together"?—Well, I do not know that I have a very clear idea about that. There was a regulation that a sum of 15 per cent. of the purchase-money, or a sum equal to that, should be set apart always for Native purposes on the value of the Native lands purchased. When Commissioner of Crown Lands, in 1851 to 1855, I received a circular from the Government, calling upon me to state the amount due on that account; but I was afterwards informed, I think, that that regulation did not apply to the

Middle Island. That circular referred to a practice which obtained in the North. You will find it referred to in ancient times.

217. You do not say of your own knowledge whether the regulation did apply?—I never dreamt of it applying until I received that circular. I suppose I asked whether it really did apply.

218. Some too energetic clerk, I suppose?—Precisely.

219. *Mr. Ormond.*] Captain Russell and Sir John Hall have brought out most that I intended to have questioned Mr. Mantell upon. You refer in the paper put in evidence to Captain Stokes marking off certain reserves. Could you tell the Committee what extent was laid out in reserves?—No; I could not at this lapse of time. I heard rumours of his having done so, and that they were on a most gigantic scale.

220. A lot of the same kind as the one you refer to?—Yes.

221. Do you recollect any instructions given to him?—To Captain Stokes?

222. Yes. Were there no instructions?—No instructions.

223. And no authority?—No authority, so far as I know.

224. My recollection is very dim; but I think he did have instructions?—Mr. Ormond may very probably have given them.

Mr. Ormond. I have a recollection that he did.

225. *Mr. Carroll.*] Was Captain Stokes in the Government employ?

Mr. Ormond. He was a captain in the Royal Navy.

226. *Mr. Carroll.*] This reference brought it up, and I thought there must be something important in your mind. In your knowledge, Stokes performed important acts?—I only knew of Topi's reserve.

227. And your instructions were that that reservation should not be recognised?—Oh, no! that Topi should have something in lieu of it.

228. *Hon. the Chairman.*] That is not in Ngaitahu?—No.

229. *Hon. Mr. Richmond.*] How long were you Minister of Native Affairs?—I really do not know; it is a matter of history, and you are well acquainted with the history of the times.

230. Was it a question of months or years?—It was certainly not a question of years. I was Minister of Native Affairs on three occasions. On all occasions my time was pretty well taken up with the troubles of the North. And on each occasion, I think, I left the Ministry—no, on one occasion the Ministry left me.

Hon. the Chairman. I think it would be convenient when questioning simply to put questions the answers to which it is desirable to have on record.

231. *Hon. Mr. Richmond.*] I should like to know the time Mr. Mantell was Native Minister?—I cannot tell you exactly. I was Minister of Native Affairs in Mr. Fox's Government, in 1861. I was Postmaster-General and Secretary for Crown Lands for a fortnight in Domett's Ministry, in 1862–63; and subsequently a Minister *in partibus* down here in the same Ministry for six months. Towards the close of the year I was looking after Native affairs for a friend for a month or so. I then joined Mr. Weld's Government as Minister of Native Affairs. I well remember that I had sufficient to fill my hands. I left that Government in July or August, 1865, on account of the sudden conversion of a colleague to a different opinion from what he held with me a short time previously on the question of the Princes Street Reserve in Dunedin. I think since then I have escaped any recurrence of the malady.

232. *Hon. Mr. Waterhouse.*] Were you the party who sent Clarke down to inquire into Native grievances in 1864?—I do not think so. I might have sent Mr. Hunter Brown down; but I do not remember.

233. *Mr. Ormond.*] I understood you, in answering an early inquiry of Mr. Carroll's, to say that when you first went down to take up Kemp's work you went down with authority to mark out reserves for the Natives in fulfilment of the Kemp purchase?—I went down to mark out such reserves as I understood it would have been his duty to mark out if he had attended to his instructions; but I did not understand that my duties extended beyond that. My duties were to mark out the boundaries as closely as I could, so as to define the limits to which those present reserves were to extend.

234. Did you not say just now that your reason for not marking out the reserves was because, although you had definite instructions authorising you to do so, there was another officer above the officer who gave the instructions who would not have approved?—Scarcely.

235. It is on record, and I want to know what you meant?—What I meant was that, although I might infer from the liberal manner in which Lieut.-Governor Eyre was ready to assent that he would approve, yet I had grounds for believing that Governor Grey would have taken a directly contrary view of it; and the Governor-in-Chief was a more important person for an unfortunate Government officer to look to.

236. Did you not know when you went that these instructions were given with the authority of the Governor-in-Chief—the instructions on which you went and took up Kemp's purchase?—Which instructions?

237. Those under which you acted when you went down to take up Kemp's purchase. Did you not know that those instructions came through the Lieutenant-Governor, with the assent of the Governor-in-Chief?—Of course I knew that the Lieutenant-Governor's acts would come to me with the authority of the Governor-in-Chief.

238. Then, I do not understand how you could have felt any doubt as to having the concurrence of the Governor-in-Chief in giving effect to those instructions?—I am afraid you have greater faith in the Governor-in-Chief of the period than I had.

239. *Hon. Mr. Richmond.*] As a matter of fact, do you not believe that there is sufficient documentary evidence in existence to enable a correct judgment to be come to?—So far as any evidence that I can give, I said so as soon as I heard of the appointment of the Committee.

240. After a lapse of forty years documentary evidence must prevail?—Forty years does not refer to the whole. It is much better to take the documentary evidence as a basis with which to refresh witnesses' minds, and upon which to ask them for explanations.

241. Your evidence of this morning made reference to the order of reference to the Native Land Court of the Ngaitahu deed?—Yes.

242. And you expressed the opinion that the Court had been led into a fraud?—Not at all.

243. Will you be good enough to explain to the Committee what you mean?—I think the preamble of the Bill shows that pretty well.

244. How have the Natives suffered?—I do not say the Natives have suffered by it. On the contrary, I think they profited by it since that Bill passed. I view it as securing such advantages as the Natives got under the order of reference, which was irregular.

245. Would you state what you consider to be the irregularity in this preamble of the Act of 1868?—The preamble simply recites that the order of reference, instead of being signed by the Governor, as was necessary to fulfil the requirements of the law, was signed by Mr. Hall as "by command," not by the hand of the Governor; and the order therefore was such a document as the Court should not have admitted: that it could not have admitted the document is manifest enough on the face of it.

246. *Hon. Sir J. Hall.*] The act was done without proper authority?—By the wrong person.

247. That the person who did it was not authorised?—He could not have been authorised to do it.

248. *Hon. the Chairman.*] What do you consider the practical result of the error?—It was practically to give the Natives resident in Canterbury such further reserves of land as it was held by the Court they were entitled to in full and final satisfaction of their claims to land under the Ngaitahu deed. But the reason for my pressing upon the Government to bring in the Bill was that I knew the order of reference was void, and that some day it would be found to be void. I felt certain that any defect in that order might be set right by legislation; but I did not feel so certain that the awards made to the Natives under an invalid order like that would be confirmed. I therefore thought it better that the Natives should be secured in the possession of what they had got under that order.

249. *Mr. Carroll.*] Did not that Act have the effect of placing the legality of the Ngaitahu purchase beyond question as well?—It did. It had the effect of confirming the purchases as legal.

250. Then, this invalid order, which was subsequently made valid by legislation, affected the reserves, and also the whole of that purchase?—It affected the whole of that purchase. It is held by some that if Cowlshaw had pressed the point the deed would have been upset. But it would not have had that effect. The only effect would have been to postpone further action until the Governor had been communicated with. Events would have had the same course. I think Sir John took that view.

Hon. Sir J. Hall: Quite so.

Witness: The Governor was then at the Bay of Islands. There were no telegraphs, and no means of communicating with him.

251. *Mr. Carroll.*] Still, it was well known at that time that had the point been raised by Cowlshaw it might have affected the purchase, as you say?—Yes. Mr. Hall first signed simply his name; and the Court said it did not know who he was.

252. *Hon. Sir J. Hall.*] The Court?—Yes; the Court did. I think you will find that Cowlshaw made a suggestion that the Court should direct Mr. Hall to add his official designation; and then Mr. Hall sat down by me, and after a brief conversation left. I hope Mr. Carroll is satisfied that it was merely a question of time; that the Government would have got the order of reference after an interval of perhaps a month or six weeks.

253. But if the order had been signed by the Governor instead of by Hall, no question would have arisen?—None whatever.

254. As to promises of schools, are you aware that the Natives of Ngaitahu refused to accept schools lest they should prejudice what they conceived to be their rights to money compensation?—I am not aware of that; but I think that only shows the understanding the Natives had. It was a lamentable thing that Native schools were not established when they were promised, in which case the Natives who now refused schools would have been prevented from doing anything so foolish.

Hon. the Chairman: We have nothing further to ask you as far as the Ngaitahu is concerned; but your evidence will be required on another transaction.

MONDAY, 30TH JULY, 1888.

The Hon. Mr. TAIAROA examined (Mr. H. S. Hadfield, Interpreter).

255. *Hon. the Chairman.*] We are considering the Ngaitahu case. Have you any personal acquaintance with that case?—Yes.

256. Do you consider that the promises that you have been led to believe were made have been kept?—Most of those promises have not yet been fulfilled.

257. Are they unfulfilled as regards land, or schools, or hospitals, or general care?—They have not been kept—Firstly, as regards the land in general; secondly, in reference to those lands which the Natives cultivated; and thirdly, with reference to the land upon which they lived prior to that date, and also their fishing-grounds, and eel-fishing places, and the lakes, and their hunting-grounds. The promises are also unfulfilled in respect of the 10-per-cent. reservations. These reservations have never been carried out.

258. What 10 per cent. do you refer to?—Ten per cent. was promised to the Natives out of those blocks.

259. Who made the promises?—The purchasers of those blocks.

259A. Which purchasers?—In the case of the Otago Block, the promises made by Mr. Wakefield.

260. We are not talking of Otago. I told you when we began that we are dealing with the Ngaitahu case?—I understood from your last questions that you were referring to land in general.

261. No; I have been referring to the Ngaitahu case from the first, and have been questioning you as to whether the promises made in respect of the Ngaitahu have been kept?—I do not altogether understand you. Do you mean in respect of the Ngaitahu Block, or the Ngaitahu people?

262. About the block: what about the tenths?—The sale of this Ngaitahu Block was made by the Natives to Kemp. The sale was arranged at Akaroa. Mr. Kemp did not go on shore, but remained on board the man-of-war. By the deed drawn up on that occasion the Natives surrendered the land to Mr. Wakefield and the Company.

263. But what about the tenths?—The deed stated that the Natives reserved their cultivations and their homes for their own use; and the Natives understood that they were selling to the Company under the powers which the Company had for purchasing those lands.

264. What do you mean to express by that?—The wording of the deed will corroborate the statement which I have made that that was the fact.

265. Do you mean that that implied tenths?—It was implied by the wording of the deed, and by the documents empowering the Company to purchase, for Mr. Kemp, the purchaser, did not go on shore.

266. We have heard that before; but what has that to do with the tenths—I mean his not coming on shore?—I mean that as Kemp did not come on shore the wording of the deed was taken.

267. *Hon. Mr. Pharazyn.*] You mean that the deed was “taken as read”?—That is what I mean.

268. *Hon. the Chairman.*] You mean that because Kemp did not go on shore you had nothing but the deed to go by?—Yes, that is what I say.

269. The Natives went on board the ship, did they not?—I will explain from the beginning. The vessel in which Kemp was went to Otakou, and my father, and Karetai, and other chiefs were brought from Otakou on board the vessel and came to Akaroa. Those Natives went on shore with Mr. Kemp. The Natives of Akaroa had assembled at the French settlement, and there were some Kaiapoi Natives there also. They were told that Kemp was purchasing on behalf of the Company; and the Kaiapoi people said they would not agree to sell unless a subdivision showing reserves was first made. It was too cold at that season of the year to go and look at the country. Mr. Kemp then went back on board the vessel, and it was there that the deed of sale was prepared. And the names were signed on board the man-of-war, and the money was also paid on board. Mr. Kemp did not see what land he was purchasing, but the agreement arrived at was similar to that expressed in the deed. The Natives thought Mr. Kemp was only making an advance on the land, as he only paid about £500.

270. All that you have told us is, I suppose, from hearsay; you have no personal knowledge of it?—I heard that directly from my father, as the matter was constantly referred to at the Native meetings.

271. Do you consider that the promises as regards schools have been kept?—No, I do not think they have.

272. Is it true that the Natives have refused schools?—That may be so, as I heard that was the case about the year 1867 or 1868.

273. Have the Ngaitahu Natives admission to the European hospitals?—I do not know that those institutions are specially open to the Natives, but I suppose the Natives would be on the same footing as regards hospitals as any other nationality. I do not know that the hospitals are specially open to the Natives as part of the condition of these purchases.

274. Have you ever known Natives refused admission to European hospitals?—They are sometimes admitted and sometimes prevented from applying for admission. It is the same in this Island as in the other.

275. Are there any destitute Natives now in the Ngaitahu that you know of?—There are some, and others are able to work for their living.

276. Do you know of any instances in connection with the Ngaitahu where the rents of land or profits of land have in any way been taken by superior Natives in such a way as to deprive some of the owners of their means of living?—No; I do not know of any such case; each one draws the rent of his land. But they have not much rent to draw, and there is not much land to lease. I should like to explain here that when Mr. Commissioner Mantell went down to the other Island the Maoris then stated that Mr. Kemp's purchase was not a correct one, because, in the first place, the money consideration was not sufficient; and, secondly, because the land had not been looked over, and the lands for the Natives' cultivations and kaingas had not been reserved; and the Natives then objected to the sale, and wished to annul it. Then, I think, Mr. Commissioner Mantell came back to Wellington, and afterwards he went back again to the other Island. Mr. Mantell then told the Natives they were not to consider that the money paid by Mr. Kemp was the purchase-money for their land. He stated that their kaingas and cultivations and other land would be returned to them by Government; and another consideration was that they should have schools erected for their children at that time at each of the settlements of the Ngaitahu people. Another consideration was that they should have hospitals erected for them at their principal places of residence or pas. Those hospitals were for their benefit, and to preserve them from illness. That was one of the principal reasons which weighed with the Natives at that time.

What I have said will be corroborated by reference to Mr. Mantell's letter to the Secretary of State, and the Natives all gave the same statement prior to the date of that letter.

277. Is that all?—That is all I wish to explain at present about those schools that were to be erected about that time. But one generation passed away without any schools or hospitals being erected.

278. *Captain Russell.*] Do you know in what year the purchase of the Ngaitahu was made?—In June, 1848, I think.

279. How do you know that?—I was very young at the time, but I was born before these sales were effected. I may have been about five years of age at that time, but I cannot say exactly.

280. How many years after the purchase was it when you began to understand the question?—It would be about five years after that sale, I should say, for I heard the Natives constantly speaking about it.

281. When did you first hear those people who agreed to the deed of sale discuss the question : was it not till five years after?—It was about five years after.

282. I understand you to say that the Natives did not hold to Kemp's purchase : is that the case?—The majority of the people did not agree to it.

283. Then, who did they consider purchased the land for the Government?—They understood that Mr. Kemp purchased for the Company.

284. Yes ; but I thought you said that, generally, the Natives held that the purchase by Kemp was invalid?—I stated that when Mr. Mantell went down after the purchase the Maoris then told him that they did not consider the sale was correct. But Mr. Mantell came back to Wellington, and on his return South he explained to the Natives that they were to have these hospitals, and schools, and land, and that they were to consider that as part of the payment, and that the £500 was not all the consideration. Then they consented, and Mr. Mantell paid them part of the balance of the purchase-money.

285. Is the Committee to understand that Mr. Mantell finally concluded the purchase?—Some of the Maoris considered that that was the case, but others thought otherwise.

286. And what do you think?—I cannot say that Mr. Mantell completed the purchase, as some of the Natives say it is not completed yet, and that some of the conditions have not been fulfilled.

287. Quite so. Then, when you said just now that the promises made have not been fulfilled, whose promises did you refer to?—To Mr. Mantell's promises.

288. Not Mr. Kemp's?—Mr. Mantell's ; and what was stated in the deed which Mr. Kemp had.

289. Would you then state what actual promises have not been fulfilled in regard to land?—It is what I have already stated—that is, in regard to land and Native kaingas, and cultivations, and fishing-grounds, and schools and hospitals.

290. Who made the promises about the 10 per cent.?—It is in the deed, which also goes on to say that Native kaingas and cultivations, and so on, should be reserved.

291. But I want to get distinctly whether Mr. Kemp or Mr. Mantell made the promises about the 10 per cent.?—They are contained in Mr. Kemp's deed of purchase, I think. If you read the deed I think you will see the promises are there.

292. Was there any promise of the 10 per cent. except what is contained in the deed?—I have heard from the Natives that it was explained that there were to be reservations of 10 per cent., but I do not know personally from what Kemp said, because I was not there.

293. What Natives informed you about the 10 per cent.?—The Natives whose names appear in the deed, and who sold that land.

294. But can you not give us any distinct names?—I heard from my father and from Wiremu te Uki and Wiremu Potiki, and from a great many more Native people.

295. *Hon. the Chairman.*] You say that the promises of the tenths are contained in the deed?—It is not specified that it should be tenths, but it was the Native kaingas and cultivations, and so on, which they took to equal more than the tenth.

296. Why have you made mention of tenths, then?—The Natives have always made use of that term in connection with the matter.

297. But do you know why?—They thought that was the explanation of that word.

298. Yes ; but cannot you yourself connect it with anything?—I should think they were justified in thinking that, as they were told that they were to have their kaingas and cultivations for their use ; and I should take that to mean a reservation of that sort.

299. Then, you have no other reason?—It may be that the English of the word has a different meaning ; but the Natives have no special word for a tenth. That is the European term. But that is the nearest term a Native would have with reference to land—that is, referring to their kaingas and cultivations. The Natives have another term—"wakawaka"—which implies land to be cut up in sections, and certain parts reserved to them.

300. *Hon. Sir J. Hall.*] Does that word you have last referred to occur in the deed?—No ; I was only saying that that is another term which the Natives have for that sort of thing.

301. A purely Native term?—Yes.

302. *Captain Russell.*] You told us that some Natives were taken up to Akaroa?—Those persons who signed the deed were on the man-of-war. Those who remained on shore did not sign, but went home.

303. What proportion of the Ngaitahu Tribe were at the sale of the block?—About one-fourth of them, I think, knew of the sale.

304. Where were those who knew of the sale living?—Some were brought up from Dunedin by Mr. Kemp, some were living at Akaroa, and there were some who might have gone over from Kaiapoi.

305. And where were the influential Natives who did not sign the deed?—Some of the chiefs signed the deed, but others were living in all parts of the Ngaitahu.

306. But where were the men of influence who could have controlled the sale?—The greater number of the chiefs were there, and signed the deed.

307. Then, practically, the Ngaitahu people are represented on the deed?—But a portion of the Ngaitahu did not go there, and did not know of it.

308. Where were they?—I can give you the names of their kaingas.

309. Name three important men and their kaingas?—Most of the Kaiapoi people did not sign.

310. I want the names of three important men?—I have already stated that the chiefs signed the deed, but that did not do away with the right of the individuals to their property.

311. You told us that sometimes the Natives were refused admission to the hospitals: does not that remark only apply to cases in which the doctor thought the applicant was not a fit subject for admission to the hospital, and not because he was a Native?—Perhaps it was because his relations did not wish him to go to a hospital, for the Natives do not care about being admitted into English hospitals as a rule.

312. Do you know the name of any Native who was seriously ill and was refused admission to a European hospital?—I have not heard that the hospitals have refused to admit a Native.

313. You told us that the Natives were sometimes refused admission to the hospitals?—I meant that the Natives will not always allow their sick people to go to the hospitals. It is the same in this Island as in the other. The Natives of each Island have the same feeling as regards hospitals.

314. But that is the Natives, not the Europeans?—No, I do not think that the Europeans wish to keep the Natives out. But the Natives of the other Island, and I may say the same for myself, have never understood that those hospitals were in fulfilment of the promises made to them at the time of the purchase. The Natives understood that hospitals were to be erected for them at their kaingas, and they have always thought that that was the intention.

315. Do you not know that a large European hospital would be better for the Natives than a small hospital erected at their own kaingas?—I have no doubt that that is a fact; but I do not think that that is quite the way to put the question. From the way the question is put I cannot but answer you in the affirmative. You were asking me with reference to the hospitals which were promised to us.

316. *Hon. Mr. Richmond.*] Do you think that if there had been special Maori hospitals they would have been more used by the Maoris than the ordinary hospitals?—I will not say that they would have been more used, but I would say that the promises made to the Natives would have been fulfilled, and they would then have seen that that was one of the conditions promised to them.

317. *Captain Russell.*] Is it not now more in the interest of the Maori children in the South Island that they should attend European schools than that there should be small Native schools?—The schools which were promised to them were to have been erected at their kaingas for their use from that time up to the present. If that had been done I could have gone to school myself.

318. Yes; but that is past. We can do what we can to remedy any wrong that the Europeans have done?—There are schools now in all places, and I cannot but answer that the Natives are better at these schools; but at the same time I would state again that those schools are not the schools which were to have been given in fulfilment of the promises made to us. These are schools which are voted by the Government for all parts of the colony, and not only for the Ngaitahu; and similar schools are erected for the children for whom it was never promised that schools should be erected. Those to whom the promises were made are only in the same position as those to whom no promises were made.

319. Was not the spirit of the promises that the children should be educated and the sick be treated rather than that special schools and hospitals should be provided?—I think, from all I have heard, that the Natives understood at the time that those schools and hospitals were to be erected there and then at the different places.

320. *Hon. Mr. Richmond.*] Is there any complaint that the Maori children attending these schools are less cared for and not taught so well as the European children?—I believe that in the Government schools in both Islands the Native children get as much attention as European children do.

321. *Hon. Mr. Pharazyn.*] Have you any personal interest in these alleged promises?—Yes; I have an interest in the fulfilment of these promises, because the lands belonging to my father have not been returned to me. The kaingas and cultivations have not been returned to me, and not a single acre of the twenty millions has been returned to any person who owned it. I believe the Ngaitahu is twenty million acres. The kaingas and cultivations of my father in the Ngaitahu have not been returned.

322. Can you define any of the kaingas and cultivations and other properties to which you think you have a claim?—I could not give the names of all of them straight off now, but if I had my maps I could. I told Mr. Chairman that I should like to wait until my maps and papers had come.

323. What do you estimate to be the extent of your land claims in that block?—I could not answer that question straight off, but I could name the kaingas and the extent of each. But even those are not solely my own, but belong to the people of Ngaitahu.

324. I am speaking of your own personal claims?—There are so many different places that I could not name them all off at once.

325. Can you form any estimate of the present value of your personal claims?—I could not answer that question either without consulting my maps of the different blocks.

326. *Mr. Carroll.*] Until the public hospitals had been established in the South Island, had the

Government, on behalf of the Crown, taken any steps to provide for the sick of the Maori people there?—No; the Government were not known to have done anything for the Natives before the establishment of the present hospitals.

327. Do you know how many years it was after the sale of the Ngaitahu Block that the Government established schools for the Natives?—The purchases were made about the year 1848, and it was not until the year 1867 that a school was erected at Otago Heads. Some years afterwards another school was erected at Kaiapoi. When the school was erected at Otago Heads in 1867 Mr. Mackay sent a notice to the Natives that the Parliament had passed an Act establishing Native schools in both Islands; and it was under that Act that this school was erected at Otago Heads.

328. That was the only school established in 1867, do you say?—That is the first school I know of being erected; but since that there have been some others.

329. That is, at the Native kaingas?—Yes.

330. How long after that was it before the Kaiapoi school was erected?—I think, about seven years after that, but I do not remember exactly. There was a school at Kaiapoi carried on by the Rev. Mr. Stack; but I understood that to be a school supported by the Bishop.

331. What is there in the Ngaitahu deed, or, if not in the deed, what took place at the time, that forms the grounds for the claims for extra reserves?—Firstly, the Natives sold their land to Mr. Kemp, who acted on behalf of Colonel Wakefield, who was agent for the Company.

332. Do you mean that Mr. Kemp carried into effect a purchase which had been started by Colonel Wakefield—that Mr. Kemp took up the same ground that Colonel Wakefield did?

Hon. the Chairman: There has never been any suggestion that Colonel Wakefield acted directly with the Ngaitahu. The Lieutenant-Governor sent Mr. Kemp down at the instance of Colonel Wakefield, who was principal agent of the Company, to make purchases. Mr. Kemp made purchases in the fashion disclosed in the deed, and they were ultimately closed up by Mr. Mantell.

333. *Mr. Carroll.*] In this Ngaitahu matter, do the Natives base their claims on the promises made by Kemp when he purchased the block?—Yes; and also on the promises made by Mr. Commissioner Mantell with reference to the same purchase.

334. The promises made by Kemp are those contained in the deed, are they not?—Yes; and Mr. Mantell's promises were made in addition to those expressed in the deed.

335. Then, you consider the promises made by Mr. Kemp, and contained in the deed, together with the additional promises made by Mr. Mantell, have never yet been fulfilled?—No; they have not been fulfilled.

336. Did not the Native Land Court which sat in 1868 settle the matter?—The Court settled some matters, but not all. The Court dealt with some of the Natives' cultivations and eel-fishing grounds. Before the Court sat Pohau and myself made a demand that a block of twelve thousand acres called Kaitorete should be given to us. We asked that this land should be given to us—that is, to the Natives.

337. *Hon. Sir J. Hall.*] Where is the Kaitorete?—On the eastern side of Lake Ellesmere.

338. That is the Spit, is it not?—Yes. Fenton was the Judge presiding. Mr. Cowlshaw acted for the Natives; but the case was not gone entirely through, and all the witnesses were not called. Pohau was present, and gave evidence. It was then found that the deed of sale of the Ngaitahu could not be dealt with by the Native Land Court, because the Governor had not empowered the Native Land Court to consider that deed. But I think a document was written referring that deed to the Court, and ordering it to be dealt with. I believe that the Hon. Sir J. Hall authorised the document which originally referred the deed to the Court, and it was afterwards found that he had made a mistake, and that the Court also was out of order. So this land—Kaitorete—was not dealt with, and not returned to us. The Court may have given some lands to appease the Natives; but this land, an application for which was before the Court, was not dealt with.

339. *Mr. Carroll.*] Do you claim any tenths in connection with the Ngaitahu purchase?—Yes; I consider we have a claim in addition to the conditions expressed in the deed.

340. Was there any promise in the deed or in connection with it that gives you the right to expect tenths in the Ngaitahu purchase?—In the deed it states that the Natives consent to surrender to William Wakefield, agent of the New Zealand Company, established in London, all their territorial possessions by and along the shores of the sea. The Natives, seeing Mr. Wakefield's name, and knowing that in other purchases he had given 10 per cent., considered that he meant to do the same in this transaction. The deed also goes on to say that our places of residence and cultivations are to be conserved for us and our children after us. It does not mention each particular place, but our places and cultivations. In the Maori that means inclusive of everything. It does not specify particular places, but is general.

341. You mean to say that the promise in Kemp's deed, that certain lands should be set apart for the Natives afterwards, was taken to mean on the same scale as what had been reserved by Colonel Wakefield in the other purchases: that is how the idea of the tenths arose, according to your explanation?—Yes.

342. *Hon. Mr. Waterhouse.*] You can read and write; where did you learn?—I was taught by a European clergyman of the Wesleyan Church living at my father's kainga, at Otago Heads.

343. That was subsequent to the sale of this land?—Yes.

344. You were at the Land Court of 1868, and were, I believe, a claimant in connection with that Court?—Yes; and I put in applications on behalf of the Natives for some blocks.

345. Considerable grants of land were made to the Natives consequent upon the decisions of that Court, were there not?—Yes; the Court awarded certain land to some Natives.

346. Did you receive an award of land?—Yes, a thousand acres were awarded for the people of Murihiku, and my name was inserted there. I objected, and said it was not correct; that it

should not have been inserted, for that land lay in the Murihiku Block, and was in connection with the Murihiku purchase. It was not in connection with the Ngaitahu Block.

347. *Mr. Carroll.*] You did not profess any claim to Murihiku, then?—I had a claim to Murihiku; but that was a different purchase.

348. *Hon. Mr. Waterhouse.*] I refer to the awards made by the Court in 1868, which sat to examine into the unfulfilled promises in reference to the Ngaitahu Block?—The Court sat to award and subdivide the blocks which the Natives had reserved to them by Mr. Mantell. The only other block they applied for was Kaitorete, which they did not get.

349. As a matter of fact, did they not get grants of land made to them outside of the reserves that had been made by Mr. Mantell?—Yes; they got about four thousand acres, more or less.

350. And was not the decision of the Court that this was the final settlement of all claims in connection with the Ngaitahu Block, except those which might arise in fulfilment of the promises of hospitals and schools?—That may be the case, but the Natives understood that those were awards made to them of the places they were living on and cultivating, and their fishing-places, all of which they had constantly in occupation.

351. The Court sat to adjudicate upon all claims in connection with the Ngaitahu Block, did it not?—I do not know that that was the case.

352. But did not the Natives upon that occasion bring forward all the claims that they regarded themselves as possessing?—No, they did not.

353. In answer to Mr. Carroll, you have stated that the Natives considered that land was to be reserved to them in connection with that sale in the same manner as they understood had been reserved by the New Zealand Company in their purchases elsewhere, and that that constitutes a claim for the reservation of one-tenth of the whole of the land to the Natives?—Yes; I think so.

354. Why did not the Natives bring forward before the Land Court their claims for these reserves of the tenths of land?—The Natives were not aware, and I myself was not either, that the Court was to deal with the whole subject. I understood that it was to deal with the reserves. We did not know that was the case at all at the time, or we would have applied then for all the lands.

355. Is it not a fact that this claim to a tenth of the land was not made until very recently?—The Natives applied for it soon after the sale, but as it was not granted the Natives did not prefer their claim again at once.

356. When did they first prefer their claim?—Matiaha and others applied to Mr. Mantell about the matter. They did not apply actually for the tenths, but applied that the matter should be finally settled—that the balance, whatever it was, should be paid. And there were a great many papers in reference to the subject; so many that the Natives got tired.

357. Mr. Mantell's evidence distinctly told the Natives that no reserves of that kind would be made. What I want to know is when these claims were first made in a substantial manner by the Natives: it was not, so far as I understand, until about eight years ago?—I believe those claims were urged soon after the sale. The Natives in their application did not state it was a tenth, but they asked that the final considerations should be paid over to them.

358. When did you yourself first raise the claim to tenths: was it before 1880?—Do you mean by application through Parliament, or otherwise?

359. In any way, provided it was a formal application?—I do not know that I ever claimed specially for tenths, but that the promises made should be fulfilled.

360. *Hon. Sir J. Hall.*] About the Court at Christchurch: I think you said that the Natives were represented by a European lawyer?—The Natives were represented by a lawyer in the application for Kaitorete.

361. Do you mean, then, that Mr. Cowlishaw did not act generally on behalf of the Natives?—That was what I understood at the time. He may have acted otherwise.

362. Was not Mr. Mackay there watching over the interest of the Natives?—I think he was there looking after the interest of the Crown, and not after the interest of the Natives.

363. You have said that the Court did not go into the claims arising out of the Ngaitahu sale?—Kaitorete was only one of those cases which were then brought forward, and it was then found that the Court had no power. You yourself then signed some document to give power, but, as I understand, you had not the power to do so.

364. That is not the question. Did not the Judge of the Court at the time consider that the document which I handed him gave him power to go on with the business referred to the Court?—Well, I cannot answer, because I do not know what the Court may have thought.

365. But could you not judge from what the Court did: did it not go on with the case?—The Court went on with the work, but I cannot say that it was by authority of that document that they went on.

366. Can you say that the Court doubted the sufficiency of that document at that time?—The Court may have thought that it was sufficient authority, as it was done between yourself and the Judge.

367. Now, you said, if I understood rightly, that the only additional land recommended by the Court to be granted was in connection with fisheries; but did they not receive other grants of land, away inland altogether, and not connected with their fisheries: was not some of it at Oxford?—In some cases, where the reserve applied for had been given into the possession of Europeans; then other lands were given to the Natives in exchange.

368. I think you said four thousand acres or more was granted to them?—I can only guess; I cannot say exactly what was the extent.

369. You have said that the Native kaingas and cultivations which were promised to them have not been given. Did not Mr. Mantell, after meeting the Natives at Akaroa, go through the

Island to Kaiapoi and all about the South laying off reserves for the Natives on the ground?—Mr. Mantell did go through the Island and make reserves; but the Natives applied in some cases that the reserves should be much larger. Mr. Mantell said he could not make them any larger then, but that the Government would increase the size of them. It was owing to a difference of this sort that Te Hau, a Kaiapoi Native, wished to kill Mr. Mantell, because he desired the boundary of the Kaiapoi Reserve to go to some hill—to Maungatere—one of the peaks of the Moeraki Downs.

370. About medical provision for the Natives: is it not a fact that for many years the Government paid a medical man at Kaiapoi to give medical attendance and medicine to the Natives, quite independently of the European hospital?—Yes; there were doctors at different places. The first doctor that I knew of was appointed in 1870, and others have been appointed since.

371. Do you know that there was a medical man appointed before 1870—Dr. Dudley, for instance?—It may be so.

372. And do you not know that there was a doctor paid at Akaroa?—Yes; I heard there was.

373. And at Arowhenua?—Yes.

374. And at Port Chalmers too?—Yes; but the Port Chalmers one was, I think, in 1870. Of course this can be easily ascertained from the Government offices.

375. To that extent, then, provision was made for the medical care of the Natives?—Yes; as far as that went it was so; but I do not consider that was sufficient provision for the previous years.

376. *Hon. Mr. Richmond.*] Do you know of any kainga at which there are Native children out of reach of any school?—Moeraki is a good distance from any school; about five or six miles.

377. *Hon. the Chairman.*] Do you know why the Arahura purchase was made?—Arahura was within the same block as Ngaitahu.

378. Why was it subsequently purchased a second time?—I do not know.

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