

Nothing appears to have resulted from this attempt to settle the question, and on the Government being informed by Piripi te Maara and others, by letter dated the 13th May, 1887, that the committee of owners had decided that the lakes should be neither sold or leased to the Government or to any other person, it was decided that it would be advisable to withdraw from the negotiations, and Mr. Bunny was informed that no further expenditure would be sanctioned until the remaining unsold owners, or a considerable number of them, came to an agreement to dispose of their interests.

In September, 1887, the owners of the lake made another effort, through their solicitor (Mr. Pownall), to bring about a settlement, and a draft agreement was submitted for the approval of the Native Minister. The terms of the agreement were: (1.) That the Wairarapa Lakes, and the land beneath and adjacent thereto, the property of the Natives, should be released from the Crown Proclamation of the 27th July, 1881, and from any existing charge on it. (2.) That posts should be placed along the boundary of the upper lake. (3.) That, on the lake rising so as to inundate the land beyond such posts, the Government to have full power to cause the mouth of the lake to be opened, so as to reduce the body of water within the limit marked by such posts; but directly the water is reduced within these limits the lakes shall not be further drained. No action was taken in regard to this agreement, as it involved questions that were necessary to be submitted to the Law Officers and to Parliament.

In 1888 the Natives again interviewed the Government on the subject of the lake difficulty, but nothing eventuated, and the last effort to obtain a settlement of the question was by means of a petition to Parliament in 1890, but, owing to the time of the Select Committee appointed to inquire into and report thereon being insufficient to elicit the necessary evidence to enable the merits of the case being satisfactorily dealt with, a recommendation was made to the Government that the matter should be inquired into, with a view of assisting a future Committee in arriving at a decision, in consequence of which a Royal Commission was issued to me by your Excellency to make the requisite inquiries.

As this brings the history of the question down to the present time, I propose now to furnish a synopsis of the case, so as to place it as briefly before your Excellency as possible.

In 1853 land-purchase operations were commenced in the Wairarapa district, and four blocks of land were acquired in the vicinity of the upper and lower lakes—viz., the Turakirae, the Turanganui, the Owunga, and the Kahutara Blocks, and it is out of these purchases that the present complicated and vexed question has arisen.

Nothing appears to have been done inconsistent with the contention that the Crown is the sole owner of the Turakirae, the Owunga, and the Kahutara Blocks, but I propose to show that either directly or inferentially several actions inconsistent with that contention have been performed in connection with the Turanganui Block. This block, as it has been already stated, was acquired in September, 1853, but the original deed has got mislaid or lost, and there is nothing to rely on but a receipt dated the 13th September, 1855.* This receipt sets out the boundaries of the land acquired, presumably the same as those described in the deeds of purchase. Mr. G. S. Cooper, who wrote out the aforesaid receipt, stated in evidence that as near as he could recollect the boundaries detailed therein correspond with those in the original deed. He further stated that the margin of the lake was deemed to be the western boundary of the Turanganui Block, and this statement corresponds with the description contained in Mr. Commissioner McLean's letter of the 7th September, 1853, that the lake was the western boundary, and presumably the margin of it. When the fact is fully considered that the Natives were extremely jealous of any interference with their fishing-rights, in conjunction with the promise Mr. McLean made to them that no one should open the lake, it would be inconsistent, therefore, with this understanding to suppose that the boundary was intended to run through the lower lake to the sea, as it has been recently contended it does, owing to an erroneous translation of the Maori copy of the receipt of 1855.

Mr. Under-Secretary Clarke, in his memorandum of the 29th October, 1874, to the Native Minister, states, *inter alia*, "I have gone over the boundaries of the land sold. . . . The purchase on the east side [of the lake] follow the west margin of the lake to the mouth, and then along the coast to eastward. Clearly, then, the dry strip of land and shingle between the outlet of lake [Okourewa] and Kiriwai has never been ceded. I submit, therefore, the Government cannot equitably claim a right to the lake, nor to any land which has since the cession become dry land through natural causes."

The acts referred to that are inconsistent with the contention that the Crown is the sole owner of the Turanganui Block are as follows: (1.) The purchase in December, 1853, subsequent to the purchase of the Turanganui Block, of a parcel of land on the banks of the Ruamahanga, known as Te Kumenga, at the northern end of the aforesaid block, and again, in 1862, the purchase of another block at the confluence of the Ruamahanga with the lake, also within the boundaries of the aforesaid block. Mr. McLean, when reporting on this purchase, alludes to it as follows: "Te Taheke (Puata) Block, purchased 21st January, 1862, estimated to contain about 3,000 acres, is situated on the Ruamahanga, at its confluence with the lake; is valuable for pastoral purposes. This purchase has settled many disputed claims among its owners, for three of whom reserves of 100 acres each have been made." (2.) The application made by the Government to the Native Land Court in 1881 to cause the interests acquired by or on behalf of Her Majesty in the estate (south lake) more particularly described in the schedule to the application to be defined at the next sitting of the Court, partially follows the flood-line of the lake, and includes a large portion of the low-lying land, the Natives contend was not comprised within the sale of the Turanganui Block. (3.) The preparation of a deed of confirmation to obtain the cession of the rights of the Natives over the aforesaid tract of land.

Touching the assertion made by the Natives that the western boundary of the Turanganui

* A copy of the original deed has been found and attached to the papers appended hereto.