they did not sell the low-lying land; that a sale of this land was afterwards made, as the Natives about 1858 had learnt to play tricks, and tried to sell land twice over under different boundaries and names. Many of the Natives who made the double sales were afterwards found not to be the proper owners. Am of opinion that a sale of this kind cannot be accepted as proof that the land had not been previously sold. I do not remember now, after so long a lapse of time, the names of any other blocks that were sold twice over. The Kumenga Block was probably sold in the same way. The spit from Kiriwai to Okourewa was not sold. I have no knowledge of the particulars relative to the sale by Hiko and others in 1876. Am unable to give an opinion as to whether the Road Board are acting under authority in opening the lake, but consider it is not right they should do so without consulting the Natives.

By Mr. Menteath: Have heard of numbers of Natives selling land that did not belong to them. After reading the remarks relative to the sale of the Taheke Block, in Mr. McLean's return, it seems to me that it was not a mistaken sale. I was not present in 1853 at the execution of the deeds of Turakirae, Turanganui, and Tauherenikau. I was present at the sale of the Kahutara Block. Am of opinion if the Natives only sold to high-water mark—*i.e.*, the highest flood-line, that it would have been so stipulated in the deed of cession, especially if it was looked on as a matter of importance by the Natives. Am certain that if a stipulation of that kind had been made relative to the Kahutara Block that it would have been inserted in the deed. Could not state positively, owing to the lapse of time, that no stipulation of the kind was made. It could not mean that all the land liable to be submerged was excluded from the sale. High-water mark of the lake, according to my view of the term, is the highest flood-line the lake reaches on its margin under ordinary circumstances, and not the extension to the highest flood level when the lake is closed. The Kahutara deed was the only one I wrote. I did not take part in any of the proceedings in 1853.

By Commissioner: Touching the stipulation in the Turakirae deed conferring a right on the Natives to fish for eels on any of the land undrained by the Europeans, I should consider that was proof of the fact that the low-lying land in that block was not retained by the Natives, otherwise there would be no occasion to have inserted a consideration of this kind. Cannot say whether the same stipulation was contained in the Taranganui deed; but if there was I should think it would be found in the list of reservations.

Examination closed.

Commission adjourned from day to day until Mr. Marchant is prepared to give evidence,

Mr. Marchant, in consequence of having to remove to Canterbury, was unable to attend, and notified that he had requested Mr. Mackenzie to look up all the particulars obtainable in the Survey Department.

8TH JUNE, 1891.

Mr. Mackenzie attended and stated that he would furnish a memorandum embodying all the particulars obtainable in the Survey Department. Memorandum received and attached to supplementary list of papers. Memorandum received from Mr. Sheridan also attached.

10TH JUNE, 1891.

Commission closed.

Report signed and forwarded to His Excellency the Governor.