

reference to this matter. I do not want the Committee to be under the impression that I am making incorrect or unjustifiable assertions, because they are all capable of proof. It is contained in the deed. Mr. Mantell himself personally saw and stated to the Maoris that when the lands came to be surveyed these lands would be returned to them as had been promised in the agreement made with them by Mr. Kemp in the first place. Lands of an immense area were to be returned. Now, in substantiation of this contention of mine, I might say that when Lieut.-Governor Eyre subsequently came to Akaroa the Maoris on the eastern side of the Island—i.e., of Kaiapoi, Port Levy, Taumutu, and other kaingas—asked him to cut off a certain large block of land in satisfaction of the promise that had been made by Mr. Kemp in 1848; and Lieut.-Governor Eyre gave his consent at that time. The Maoris at that time had begun to understand a bit of English, and Mr. Mantell whispered in the Governor's ear, "If you do that, an immense area of land will go back to Maori ownership." And I say that that was where the Government officer deliberately injured the Maori people. It was an absolute murder. The boundaries that were stipulated for by the Maoris of that district were from Te Kowhai to Waimakariri in breadth, and from Te Kowhai down to the coast in length, extending as far as Waikirikiri Stream. Selwyn is the name of the Waikirikiri River, and from Waikirikiri on the coast back to Waimakariri was to be returned to them. They would have the whole of the land from the east coast right through from the mouth of the Waimakariri River to the mouth of the Waikirikiri River. That again bears out what I say, that it was undertaken originally that one block out of every ten was to return to Maori ownership. Now, I point out that the Governor was prepared to agree to this—did agree to it, in fact—but the Commissioner, Mr. Mantell, quietly whispered in his ear not to agree to it. He did so because he knew that the Maoris—some of them—could understand English, so he whispered in the Governor's ear so that they could not hear what he said. He thought the Maoris had not quite understood what the Governor had really said. I think you will find that in Mr. Mantell's own statement. He said that some Maoris had acquired a certain knowledge of English, and they might have understood what the Governor was saying. And Mr. Mantell himself stated before the Select Committee of Parliament that he had been guilty of this cruel misdemeanour; and he also told me himself personally that that was the reason why this request was not agreed to—because he pointed out that if this block was handed back to the Maoris of Kaiapoi as asked by them, then another block would be required at each separate settlement until the southern boundary of the sale of the Ngaitahu Block was reached—to be given back to the Maori owners of each such settlement. Mr. Mantell stated before the Select Committee that the intention was to return one acre out of every ten acres of the purchased land to the Maoris of Ngaitahu. Mr. Mantell stated this himself to a Select Committee of this House in about the year 1872, I think. I contend that, taken together, all these facts that I have alleged must prove to the satisfaction of this Committee, the Government of New Zealand, the King, and the Parliament, that the promises and undertakings made to the Maoris at the time of the sale still remain unfulfilled up to the present day. And no matter what may have been done since by subsequent Governments, the fact yet remains that these promises and undertakings remain substantially still unfulfilled. I say that, no matter what they have done, all that they have done is merely to sweeten the Maoris up by promising to look into the matter—in fact, putting a little jam into their mouths to keep them quiet and friendly for the time being; but in spite of all the attempted sweetening, the Maoris have consistently refused to be hoodwinked, or satisfied, or to forego their original contentions, and they still persist in their original claim. As I have already pointed out, Mr. Mantell actually stated to the Maoris, when they asked him the question what was going to be given to them as extra payment, "The Government will attend to that. The Government will pay you large additional sums of money for the additional land I ask you to hand over." Though I may perhaps appear to be repeating this statement over and over again, I am merely repeating that which has been over and over again stated to the Maoris on the various occasions referred to, and on each occasion where this claim has been brought forward as a subject of discussion before Select Committees of Parliament. To come back to the occasion of Mr. Mantell's visit to Akaroa to complete Mr. Kemp's purchase: Mr. Mantell, realizing that the Maoris remained obdurate, returned to Wellington and reported the position to the Governor, and Lieut.-Governor Eyre said to Mr. Mantell—as will be found in the parliamentary papers referring to this matter—"You had better make some verbal agreement with the Natives apart from and outside of your official capacity before you ask them to sign these documents, which will satisfy them and induce them to give their consent." I do ask the Committee to look at the instructions of Her Majesty the Queen to the New Zealand Company. In clause 13 of their agreement the Queen stated that they (the New Zealand Company) must first of all set apart a sufficient area of land for the Maori people, so that they might be on an equal footing and enjoy equal prosperity and advancement with the Europeans. I contend that each successive Governor and Government from that time down to the present have so far all failed in carrying out these definite instructions of Her late Majesty Queen Victoria. That is all I have to say on that head. I now come to deal with the question of the reserves—the kaingas, cultivations, and food-workings. The promises made in regard to those matters have never been fulfilled up to the present day. Presumably, the words *mahinga kai*, which means a food-cultivation or food-working of any description whatsoever, was taken by Mr. Mantell in a very restricted meaning. As I point out, the expression *mahinga kai*, or food-workings, refers not only to cultivations but to any description of place where food of any sort is worked, such as birds, wekas, pigeons, kauru, fern-root, native rats, and other articles of food, such as eels, fisheries off the sea-coast or on shore; and all of these were to remain in Maori ownership. Now, Mr. Mantell had at the time I speak of commenced to cut up and set apart kaingas, but, as was stated in Mr. Kemp's deed, these had not been parted with at the time of the sale—they were not included in the sale—so Mr. Mantell commenced laying-off these kaingas at Kaiapoi. When the people at