

by Mr. Symonds; running from this 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."

That is the document under which it was attempted by Mr. Kemp to obtain this land and to define the rights of the Natives. It will be obvious to the Committee that nothing could be more vague. The translation given of the words here rendered "our places of residence and our cultivations"—namely, *mahinga kai*—is a translation which the Natives have always taken exception to as being much too narrow in its scope. I am told that the proper words to have been used, if it was intended merely to confine the exception to the cultivations, were *ngakinga kai*, and that *mahinga kai* includes not only cultivations, but such things as eel-weirs and trees where certain birds were caught—in fact, all sources of food-supply. It was recognized afterwards by the Native Land Court that the construction placed upon this reservation had always been too narrow, in the sense of confining it merely to places of residence and cultivation. Further, with regard to this deed, there is one point that the Natives wish me to draw attention to, and that is that if the description in it is to be taken as meaning anything at all, it does not really purport to transfer the whole of these twenty million acres. What they say was understood by their forefathers was that only a part of this land—that running along the foreshore—was to be regarded as sold. I wish, at their request, to make that clear, although I am not going to raise any special point upon it, because the deed has been so long acted upon in the other sense. It is not for the purpose of making any technical objection or anything of the kind that I draw attention to it, but only as another indication of the exceedingly vague manner in which the Natives were led to enter into this contract for the sale of the Middle Island. If this plan which I have here is looked at—the one which the Natives have had prepared as representing what is said in the deed—it shows the block which was sold as running along the foreshore, and the piece between that and the west coast of the Island, which they say was never intended to be sold—

*The Chairman:* Is that a copy of the plan?

*Mr. Hosking:* Not a copy of the plan mentioned in the deed. I have that here, and it shows the land as extending from one side of the Island to the other.

*The Chairman:* Then what do you put this other one in for?

*Mr. Hosking:* To show what the Natives' contention is now. This [plan indicated] is the plan which was attached to the deed, and I will defy any one to show that the Natives in the year 1848, before they had received anything in the shape of education, could have possibly understood from that plan what it was that was being sold. What they would understand to be sold would be what would be described to them in words.

As I was saying, complaint had been made as to the way in which Kemp had discharged his duties, and Mr. Mantell was sent down to rectify matters. He went down, but had to come back again, because there was some misunderstanding about the money, and he came back, it is understood, in order to get further instructions from Lieut.-Governor Eyre. He returned, and went over the Island, and marked out reserves. Now, the reserves that he marked out—the reserves that were to be in addition to the residences and places of cultivation—included these very places, so that the reserves marked were for the most part simply the places of residence and cultivation. So that the spirit of what was in the deed was not carried out at all, because the reserves that ought to have been marked out should have included not the places of cultivation and residence, but land outside of them altogether. Now, under this arrangement, Mr. Mantell allotted land on the basis of 10 acres per head, upon a census which he himself had taken, and which it was afterwards proved did not comprise by some hundreds of Natives all those who were interested. One can quite understand that in those days—1848—when there were no roads or anything of the kind, it would have been almost impossible to have ascertained, in the course of two or three months, all those who were interested in all this vast tract of country, and one can very well forgive Mr. Mantell for not having succeeded, even after his best efforts, in arriving at the true position as regards the population. I should like to refer to Mr. Mantell's own evidence as to the way in which he executed his commission, and in doing so this point must be borne in mind—namely, that the promises consisted of two things: first, the promises in the deed—as to which there is no mistaking the record—and, secondly, the promises which Mr. Mantell made verbally—as he said, under instructions from Lieut.-Governor Eyre—with reference to schools and hospitals. There was no written record made at the time showing what these promises were, and it seems as if, almost immediately after they were made, they were forgotten, and did not emerge again until some twenty years afterwards, when Mr. Mantell was called as a witness before the Native Land Court in Christchurch, in 1868. I refer on this subject to the Appendices to the Journals of the House for 1875, G.-3, and 1876, G.-7. Mr. Mantell, in whose bosom alone reposed the details of the transaction, and who alone was able to speak as to what the promises were that were made, and who alone was able to say what had been done, because he appears to have been the only available European alive then who was able to testify to what actually had taken place when he went down there—Mr. Mantell says this, at page 8 of G.-7, 1876:—

"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