

Then he goes into the question of the price paid for various lands elsewhere, ranging as high as 6d. an acre down to $\frac{1}{2}$ d. an acre. The price paid for the Otago Block, he points out, was 1 $\frac{1}{2}$ d. an acre; and then, in order to see what the equation of that would be if tenths had been set aside for the Otago Block, he brings out a sum in that case of £29,000, which should either be represented by land or money, with interest. That is what he suggested as a basis—to take the average price all round. However, he made no recommendation on that occasion in the shape of figures with reference to the Ngaitahu Block. Then, in 1875 a further petition was presented. It is given in I.—8, page 31. It was a petition to the Governor, and said,—

“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 then (19th July, 1875) we received a communication 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.”

That petition was referred to Mr. Mackay; and he reported—G.—3, 1875. I will read just one passage. Referring to Mr. Mantell’s promises he says,—

“The only written record of these promises is to be found in the correspondence between Mr. Mantell and the Secretary of State, in 1856” (this is referring more particularly to the schools question) “in which he states ‘That 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, he procured the cession of large tracts of country for small cash payments.’”

The Chairman: There is no record of Judge Williams ever having held an inquiry?

Mr. Hosking: No, he did not sit. Then, in 1876 there was a further petition. It is referred to in I.—8, page 31. It was referred to Mr. Fenton, who had been the Chief Judge of the Court in 1868, for his report. He deals with certain statements, which I need not trouble to go into at this stage, but what he reported was this:—

“The Natives were assisted at the sittings of the Native Land Court by a most zealous and able 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” (the Natives got 300 acres under it), “*mahinga kai* being held to include fisheries, eel-weirs, and so on, excluding merely hunting-grounds, and similar things which were never made property 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 14 acres per head in each reserve.”

I have two or three observations to make upon this. The first is that Mr. Mackay was not there to represent the Natives. He was there as the Crown’s agent, and, although he would, I have no doubt, consistently with his duties as Crown agent, not go out of his way to deprive the Natives of anything that he might conceive them entitled to, he was not there as their representative. The report says, too, that they were represented by able advisers, yet the records themselves show that the advisers—the professional men there—had nothing whatever to do with this particular matter, but were only there to appear for the Natives with regard to the adjustment of the dispute about Kaitorete and some other reserves—some specific matters. Then Mr. Fenton goes on to speak about whether the price was insufficient or not, and winds up by saying,—

“They” (these Natives) “represent the small remnant of a nation, our predecessors in the country; and if any error is made on our part in our relation 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 14 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.”

Well, as Mr. Mackay very rightly comments upon that in his report which I have just read—made in 1891—the Chief Judge seems to take back all the reasons that he had previously advanced for sustaining the judgment of the Native Land Court. He says he was simply bound by the