

interpreter—to conduct the purchase of the tract of country between the Ngatitoa purchase and that of the New Zealand Company at Otago.

“The mode,” he writes, “in which I propose that this arrangement should be concluded is by reserving to the Natives ample portions for their present and prospective wants; and then, after the boundaries of these reserves have been marked, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island. The payment to be made to the Natives should be an annual one, and should be spread over a period of four or five years. An arrangement of this nature will remove all possibility of the occurrence of any future disputes or difficulties regarding Native claims to land in that part of the Middle Island.”

Lieutenant-Governor Eyre, after conferring or communicating with Mr. Wakefield, transmitted instructions to Mr. Kemp on the 25th April, 1848, to take the necessary steps for extinguishing the Native title, repeating, as to reserves and payment, the exact words used in Sir George Grey's despatch to him. He also enclosed a letter from Mr. Wakefield which apparently gave information as to the amount to be offered, as he is told that if any difficulty is found in concluding the negotiation within the limit of the amount sanctioned by Mr. Wakefield he is to report the most favourable terms it is practicable to offer. He was to depart on H.M.S. “Fly,” and at Otago he was to pick up one of the Company's surveyors, who was, by Colonel Wakefield's directions, to survey and mark out the Native reserves considered requisite.

Mr. Kemp left as instructed, and on the 12th June, 1848, a deed was signed, of the material parts of which the following is a copy:—

[*Translation of Kemp's Deed.*]

“Hear, O ye people! We, the chiefs and people of Ngaitahu, who have signed our names and marks to this deed on the twelfth day of June, in the year of our Lord one thousand eight hundred and forty-eight, consent to surrender for ever to William Wakefield, the agent of the New Zealand Company established in London—that is to say, their directors—our lands, and all our territorial possessions lying along the shores of this sea commencing at Kaiapoi, at the lands sold by Ngatitoa, and at the boundary of Whakatu, and thence on to Otakou, and on till it joins the boundary of the block purchased 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. The payment made to us is two thousand pounds, to be paid to us in four instalments. Paid to us this day, five hundred; in the next instalment, five hundred; in the next, five hundred; and in the last, five hundred; making a total of two thousand pounds.

“And the signing of our names and marks, being the token of our full consent, is done at this place at Akaroa, on the twelfth of June, 1848.

“JOHN TIKAO AND OTHERS.”

On the 19th June, 1848, Mr. Kemp, having arrived back in Wellington with the deed, reported the result of his endeavours. He states that the deed of the district referred to, extending over to the West Coast, was duly executed by the Native chiefs on the 12th instant, in the presence of and with the consent of the people, and he had every reason to believe that the whole of the proceedings gave them general satisfaction.

On the 20th June, 1848, Mr. Kemp referred to the reserves intended for the Natives, and reported that “in obedience to the Lieutenant-Governor's instructions their pas and cultivations have been guaranteed to them, as expressed in the deed of sale; they are, generally speaking, of comparatively small extent. Beyond these I have not felt myself authorized in making any guarantee, and, with the consent of the people, have thought it better to leave the subject to be considered and decided upon between the Government and the Company as