whole tribe; it is extremely doubtful whether he would anywhere be recognised as anything more than the principal man of the Manukorihi *hapu*. But since it has been an acknowledged usage among the Ngatiawa that their separate families had separate rights of alienation, the principle on which the enquiry was to be made was not, whether according to some fanciful general rules of Native tenure laid down by Europeans, the sellers of the Waitara block were to obtain the consent of Wiremu Kingi or any other Chief, but whether according to the usage in force among the Ngatiawa people themselves, the sellers were such a "community" as had a right to dispose of the land they were in possession of at the time of sale.

NOTE 7.

"It is established by a singular concurrence of the best evidence."..... (*Page* 2.)

The conflicting opinions of high authorities on many material points of Native tenure, already quoted, prove that no reliance can be placed on any definition which lays down a general rule applicable to all the tribes, in reference to their title to land.—[*See Note No.* 2.]

On the contrary, nothing is more certain than that there were no fixed rules of tenure. The Rev. Mr. Hamlin, one of the earliest missionaries of the Church of England and admittedly one of the best authorities on the subject, says: "Tribal right, or any uniform course of action or general "plan for their guidance in the management of their lands or other affairs, I have not found to exist "among the Natives of this country, nor do I believe they have any such plan or general rule."—Mr. Busby, who as British Resident for many years had great opportunities for forming a correct judgment, says, "It is certain they had no fixed rule to guide them in the disposal of their land."—Chief Commissioner McLean, who has bought more than twenty millions of acres for the Crown, and whose experience extends over every district and every tribe in New Zealand, says, "The Natives have no "fixed rule: the custom varies in different districts. No fixed law on the subject of their lands could "be said to exist, except the law of might."—And Tamihana Te Rauparaha, a Chief well known in England, said openly at the Conference at Kohimarama, "We know very well that according to our "customs might is right. Our Maori plan is seizure. We, the Maories, have no fixed rules."

The whole argument of Sir W. Martin's pamphlet is based on the rules laid down by himself. He says in the first lines of it "The present is a land quarrel. The points of it cannot be understood "without some knowledge of the main principles of the Native tenure of land." If his rules do not apply to Ngatiawa, the conclusions he founds on them may be quite incorrect.

NOTE 8.

"At that time the alleged right of an individual member of a tribe to alienate a portion of the land of the tribe was wholly unknown."..... (*Page* 3.)

Sir W. Martin assumes that the Waitara purchase was based on an improper admission by the Government of the individual right: and on this assumption his accusation against the Governor really rests.

In the first place, it is quite certain that the Waitara purchase was not made from any individual, but from a group of families: but this may be left for the present, and the enquiry confined to the assertion, made without any qualification, that at the time of the Treaty of Waitangi the alleged right of an individual member of a tribe to alienate a portion of the land of the tribe was wholly unknown. No more inaccurate statement could have been made.

There were some 700 claims to land under purchases made from the Natives by Europeans prior to the establishment of British Sovereignty. Out of these there are more than 250 cases in which the land was sold by one, or two, or three Natives. In upwards of 100 instances the land was sold by only one individual member of the tribe. One instance may be worth noting separately. Mr. George Clarke, who was appointed Chief Protector of Aborigines on the establishment of British Authority, had several claims. These claims arose out of no less than 36 separate purchases. Eleven of his deeds were signed by only one Native; eight were signed by two Natives; eleven were signed by three Natives; only six deeds were signed by more than three.—[*Records of the Land Claims Court.*]

It may perhaps be said in answer that the consent of the tribe was implied. But it will not do to assume this. If the consent of the tribe was a necessary incident to give validity to a sale, it was of course requisite that such consent should be proved before the Commissioners. The deeds executed by only one, or two, or three individuals, were either complete transfers without the tribe, or when the completeness of those transfers was matter of investigation, the concurrence of the tribe had to be shown. There are, on the other hand, instances of objection made by the tribe or *hapu* to these individual sales, when the claims were being investigated.

In these remarks only the sales made in the time prior to the establishment of British Sovereignty are alluded to, because it is to that time that Sir W. Martin's assertion refers. It would be still easier to show that under the waiver of the Crown's right of pre-emption, sales were often made by individual Natives, without interference either on the part of the tribe or of the chief men of the tribe.

NOTE 9.

"The rights which the Natives recognised"..... (*Page* 3.)
"This unknown thing.".....

The interpretation here attempted to be put on the terms of the Treaty requires particular examination.

The fact of the Maori version of the Treaty being different from the English text, though