

claim here referred to, to be the "mouth-piece or representative of his tribe," in any question of preventing the sale of land in the Taranaki district. The Governor has desired throughout the proceedings he has taken, to rest entirely on the acts and decisions of the Government, and to avoid as much as possible any reference to the transactions of the New Zealand Company; but this paragraph in the pamphlet makes it necessary to refer to the following facts. In October, 1839, when the principal agent of the New Zealand Company, Colonel Wakefield, was engaged in making his first purchases from the Natives, Wiremu Kingi accompanied him in the ship *Tory* from Waikanae to Queen Charlotte Sound, in order to induce the Natives of the Ngatiawa tribe who were settled there to sell their land to the Company. He took an active part in the treaty that was made on that occasion, and with Himiona, a Native teacher from the Waimate Mission Station, explained to the Ngatiawa the nature of the bargain they were called upon to make; and himself, in the cabin of the *Tory*, gave out the names of the places sold, which were entered in the Deed of Sale.

Those names were as follows:—"Tehukakore, Warehama, Rangiwaiama, Wairarapa, Turakirae, Wanganuiatera (Port Nicholson), Rimarapa, Oterangao, Omera, Tuamero, Ohariu, Titahi, Porirua, Ohoeke, Te Rewarewa, Waikanae, Waimea, Otaki, Owaha [Ohau], Manawatu, Rangitiki, Wangaehu, Turakina, Wanganui, Waitotara, Whenuakura, Patea, Tangahohi, Ngatiruanui, Pahakahatiro, Taranaki, Moturoa and the several other Sugar Loaf Islands, and the river or harbour of Mokau." The Deed was executed at Queen Charlotte Sound on the 8th November 1839, and the first signature was that of *Wiremu Kingi, for himself and his father Reretawhangawhanga.*

Either this deed effected a valid sale (so far as Wiremu Kingi as the "mouth-piece and representative of the Ngatiawa tribe" was concerned), of the whole of the land from the river Mokau on the west coast to the river Warehama on the east coast, in which case he is barred by his execution of that deed from assuming any right as the "mouthpiece and representative of the tribe" to repudiate in 1860 the sale which he made in 1839: or he signed it as an individual proprietor, in which case he showed that the "consent of the whole tribe" was unnecessary, and the argument of general tribal right in the Ngatiawa must be given up.

In either case it is a fraud in Wiremu Kingi to attempt the repudiation of his sale of 1839. He has admitted to Commissioner McLean that he received part of the payment given at Queen Charlotte Sound by Colonel Wakefield.

But this Deed raises a curious point. Governor Fitzroy excluded from his arrangements in 1844 the parties to the sale to the Company in 1840. It has been shown (see Note No. 16) that his recognition of that sale was one proof of his admitting no general tribal right in the Ngatiawa. But what of the sale in 1839? Exactly the same principle must be applied to it as to the sale in 1840: certain members of the tribe conveyed away their proprietary rights by both Deeds alike: and if Natives were justly barred by one deed, they were as justly barred by the other.

It has been urged against a reliance on this Queen Charlotte Sound Deed, that it leaves out *Waitara* in the enumeration of places sold by Wiremu Kingi. Again, another objection is that certain reserves were promised in the Deed to be made, but were never made. But, 1st, the Government has never rested on the Deed, and 2nd, the Deed cannot be claimed for its reserving part and rejected for its selling part; and there were no reserves promised specifically in any particular part of the immense territory described in the Deed.

Sir William Martin, in criticising an expression of Mr. Richmond's in the House of Representatives, that the Waikato Deed of 1842 "was relied upon as, at all events, precluding the interference of Waikato in the Taranaki question," admits that "in that way it has not been without its use." The Government have never desired to rest on the Queen Charlotte Sound Deed of 1839; but they might have relied upon it as, "at all events, precluding the interference of Wiremu Kingi."

NOTE 34.

As to the alleged incompatibility...... (Page 7.)

The Government have not only not recognised this claim at Taranaki, they have uniformly and steadily denied it; and every cession of territory from the Ngatiawa has been based, not on its recognition, but on its repudiation.

It is difficult to understand how Sir William Martin could advance such a statement, in direct contradiction to all that was put forth by the Government, and particularly to the evidence of Chief Commissioner McLean at the bar of the House of Representatives, under whose control all those purchases have been effected.

NOTE 35.

"Nor did the Government disavow."..... (Page 7.)

The Government, of course, did not disavow their intention of pursuing the same policy everywhere. But what policy? It is very material that no doubt should be allowed to be insinuated as to what the policy was. It certainly was not the denial of any lawful rights of Chief or Tribe which had been recognised by former Governments, or had ever been understood to exist: these were always intended to be maintained in the future, as they had been in the past. But it was the denial of any right in Chiefs of the Land Leagues which have been formed throughout the country, to prevent the rightful proprietors of the soil from selling their land to Her Majesty if they please. This policy the Government had openly declared long before the Waitara purchase, and specially in the case of the offer of land by the Waikato Chief Wiremu Nera te Awaitaia. (see Note No. 31.)