

1874.  
NEW ZEALAND.

APARIMA, KAWAKAPUTAPUTA, AND ORAKA RESERVES,

(REPORT BY MR. A. MACKAY RESPECTING).

*Presented to both Houses of the General Assembly by command of His Excellency.*

No. 1.

Mr. A. MACKAY to the UNDER SECRETARY, Native Department.

SIR,—

Invercargill, 25th March, 1874.

In pursuance of the instructions contained in your letter No. 75, of 2nd February, I visited Riverton for the purpose of adjusting the dispute that had arisen between the Corporation and the Natives as to the rights of the latter to the foreshore contiguous to the Native reserve, and to the power of the Native authorities to form roads through the property.

I reached Riverton on the evening of the 10th ultimo, and convened a meeting the following day to discuss the various subjects of dispute.

The meeting was largely attended by the resident Natives, and the matters of dispute were fully discussed. The chief points contested by them with regard to their right to the foreshore was, that by the 2nd article of the Treaty of Waitangi, the "Chief and Tribes of New Zealand, and the respective families and individuals thereof, were confirmed and guaranteed in the full, exclusive, and undisturbed possession of their land, &c.," and that the reserves within the Murihiku Block were lands over which the Native tenure had never been extinguished, and consequently were within the purview of the aforesaid terms. They were therefore fully justified in asserting an exclusive right to the foreshore, in support of which they produced the original plan of the reserve, and further asserted that Mr. Mantell had distinctly promised them the foreshore in 1853, as a landing-place for their boats.

In opposition to the points raised by the Natives, it was contended in reply, that their argument in regard to the rights conferred by the Treaty of Waitangi did not go far enough; that the article in question simply guaranteed undisturbed possession of their lands so long as the owners desired to retain the same in their own possession, and did not apply in this case, as they had voluntarily ceded all their claims to the Crown under the Murihiku Deed of Cession—the reserves in their occupation being a matter of subsequent arrangement.

The deed of cession was then read to the meeting, the part having reference to the point in question being as follows:—"And whereas we have agreed entirely to give up our land lying within the boundaries hereunder.

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"Now these are the boundaries of the land which have been alienated. The boundary commenced at Milford Haven (the name given to that place in Mr. Kemp's deed is Wakatipu, but by the Maoris it is called Piopiotahi), thence to Kaihiku, thence to Tokata (the Nuggets), strictly following the old boundary line of Messrs. Kemp and Symonds, and by the coast from Milford Haven round to Tokata, with Tamaka, Raratoka, Motopui, and all the islands lying adjacent to the shore (excepting the Ruapuke Group), and all the lands within those boundaries, with the anchorages and landing-places, with the rivers, the lakes, the woods and the bush, with all things whatsoever within those places, and all things lying thereupon. A more accurate description and representation of the land is given in the plan hereunto annexed.

"All the lands and all other things above enumerated, and which lie between the boundaries above recited, have been entirely surrendered to Her Majesty the Queen for ever and ever."

This, it was argued, was conclusive evidence of the full and entire surrender of all their claims to the land within the above-described boundaries, and that consequently the reserves within the Murihiku Block were not lands withheld from sale, but were merely portions set apart for their use and occupation, and as such did not come within the category of lands to which the Treaty of Waitangi applied.

The Natives, however, took exception to this view of the matter, on the ground that the reserves were made prior to the cession of the surrounding land to the Crown, and could not, therefore, have been included in the sale. But in contravention of this it was pointed out that the position of the land to be set apart for them was merely defined in the first place, and that there was no absolute dedication made until the deed of cession was formally executed.

It transpired during the discussion that the idea to claim the foreshore had been engendered in their minds by rumours that had reached them from the North Island of similar claims having been preferred by the Natives at the Thames and other places, and that this had led them to assert what they deemed to be their rights in the matter. In reply to this, it was pointed out that the custom hitherto respecting land between high and low watermark had been to consider that when the Native