1876.

NEW ZEALAND.

REPORT ON THE PETITION OF NGAITAHU.

BY F. D. FENTON, ESQUIRE, CHIEF JUDGE, NATIVE LANDS COURT.

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

No. 1.

To the Speakers and Honorable Members of the Houses of Parliament of the Colony of New Zealand, assembled in Wellington.

A PETITION FROM THE NATIVES ASSEMBLED AT KAIAPOI (MIDDLE ISLAND), ON THE 25TH MARCH, 1874, AND OTHERS,—

Friends,—Salutations! May God extend his mercies to you. We are here spreading before you the causes of that thorough discontent agitating the Natives of the Middle Island.

1. The Land Purchase Transactions of Wakefield in 1844.—We insisted that a fair return be made us for our land. Amongst the returns granted by Wakefield, he said, "You shall also receive, you Natives, returned to you, one acre out of every ten acres; out of all the towns springing up on the land you are ceding to me, one section out of every ten sections, one block out of every ten blocks." All the land that was ceded to Wakefield, and his friends Kemp and Mantell, exceeds twenty millions of acres.

2. The Land Purchase Transactions of Kemp in 1848.—When Kemp landed at Akaroa, and demanded the cession of the land from Kaiapoi to Otago, the Natives held out for a fair return for that vast extent of territory. When Kemp got tired of the delay, he said, "If you do not consent to this £2,000, I shall hand over the money to Ngatitoa (Rauparaha's tribe); and if you still delay to consent, then soldiers will be sent to clear the land for the pakehas."

3. Intimidated by this threat, the Native chiefs entered with Kemp to define the boundaries—namely, the seaboard, breadth limited by a chain of hills, ceded to Kemp; the inland to remain ours. This was the then settlement of boundaries. Recently, when we got a copy of the deed drawn out by Kemp of that transaction, we find that what he put down in that paper differed from what we said above; our impression was that when the land is surveyed our reserve will be handed to us.

4. The promises made by the Hon. Mr. Mantell to Matiaha Tiramorehu, our chief.—After Kemp, Mr. Mantell came. He said to Matiaha, "I shall include the inland also in the purchase money agreed by Kemp" (that large tract not ceded to Kemp). Matiaha put the question to Mantell, "What are we to get for this vast tract that it may be yours?" Mantell answered, "I shall ask the Governor to pay you Natives for it. I shall ask Her Majesty's Minister also. In future, you will receive the large out-standing balance."

We still hold in our hands Mantell's letter (*panui*) to Matiaha Tiramorehu, saying—"London, 8th August, 1856. Listen: I am continuously exerting myself to obtain Her Majesty's Chief Minister's consent to rectify my say to you formerly, when you consented to cede your land to me." After this the letter passes to speak about schools and hospitals; but when were schools and hospitals ever made an equivalent for land purchases? It is coin that Mantell promised to Matiaha as the out-standing balance for us, that he exerted himself about in London, but exerted himself fruitlessly about.

It is not our wish to enlarge upon all the promises which were made to us by the Land Purchase Commissioners, such as—The Governor will apportion you land for your children, besides your abodes and your cultivations; your eel-pas shall remain yours also; the large rivers shall remain yours also; your fishing-ground on the coast shall remain yours also, &c., &c. Little of all this has been fulfilled to us by the Government—much of it is wholly forgotten. If your mind is at all doubtful about the reasons which are painfully agitating our breasts, there are still twelve of the old land-sellers alive, ready each of them to confirm what came under his thorough knowledge—now extended in this our petition.

You may perhaps say to us, If all you say is true, how is it that you remained silent till now? Why, you well know that we are not like you—quick in the race of mental attainments; we are lagging far behind in these things. When these land transactions took place, our chiefs were scarcely able to read written language; they were often too ready to consent their names to be signed under writings the contents of which were either in part or totally absent from their minds, Judge yourselves, the Honorable Members of Parliament, who listen to our complaints in this petition: Had the eyes of these our chiefs been open in those days, would they have consented to part with all the heritage that God has given them and their future offspring and descendants—all this vast territory—for the crumbs that fell from the white man's table—for this £2,000 odd?

The daylight was slow in dawning upon us. It 's only after one of our race entered Parliament that we became acquainted, little by little, with the ways by which the white man's land-purchasers beguiled the whole island from us. What these land-purchasers said to our elders who ceded the land is indelibly written in their and their children's minds, but this writing does not correspond to those of Mr. Kemp in his deed. Wakefield said, "One out of every ten acres shall revert to the Natives." Has this condition of sale ever been fulfilled during these thirty years which have rolled past since our elders made this contract with Wakefield? Those threats with which Kemp intimidated us: is it not the white man's law that intimidation will annul the validity of a contract?

Those promises of Mr. Mantell: He will ask Her Majesty's Minister to pay for that vast territory which we never ceded to Kemp (a territory amounting to more than thirteen millions of acres). The fault is not his that these promises were never made good to us.

These promises are a condition attached to the land. If the condition is not fulfilled, the land is not redeemed. Nevertheless we are dispossessed of all the land: is it because we are so few and powerless? no doubt, had Naboth been the stronger Jezebel would not have gloried over his vineyard.

Some may perhaps suppose that all these arguments have been settled in the Land Court, at its sitting at Christchurch and Dunedin in the year 1868. It is not so. We never expected that Court to be invested with power to settle complaints of such vast interest to us. We were therefore not prepared to submit our case to that Court. Our estimation of that Land Court was completely confirmed when it stumbled over the Crown grant by which the Princess Street Reserve was made over to the Province of Otago. If that reserve was ours by right, could a Crown grant have the effect to turn right into wrong?

Could such a Court investigate our declaration that Kemp's Land Purchase Deed is null and void? 1st. Because it was extracted from us through intimidation. 2nd. Because the consent of cession was obtained at sea, on board of a man-of-war; our elders could not know but that a continued refusal on their part would transform that man-of-war into a prison, or something still worse to them. 3rd. Because the boundaries mentioned in that deed are not the boundaries which were settled verbally between Kemp and our elders, the land-sellers.

It is often said in the North Island—The Natives of the Middle Island are well off; they are living by the rent of their lands. This is not so. If the land given us by the Government is individualized, the proportion to each Native is as follows:—

At the Heads, Otago, about	50	acres each.
„ Waikouaiti, about	20	„
„ Moeraki, about	5½	„
„ Waitaki, about	7½	„
„ Waikawa, about	10	„
„ Tauhina, about	3	„
„ Arowhenua, Waipopo, Te Waiateruati, Timaru, and Taumutu, taken all together	6	„
„ Rapaki and Port Levy	14	„
„ Kaiapoi	16	„

The condition of the Natives of the Middle Island is bad. As long as we have strength to work as servants to the Europeans, as long as the market is accepting that servitude, we are keeping ourselves and families above want. Should this strength and the market fail—and the time will come that it will—then we Natives will be little better than a mass of paupers thrown upon the present lords of the land.

The burden of our petition is, that the white man has grasped at our fifty millions of acres in the Middle Island without any equitable return or provision for the Natives. That such transactions as C. Wakefield's, and his friends Kemp and Mantell, are unintelligible and unjust without the condition of one acre out of every ten for the Natives; for instance, Kemp extorts the consent of the cession of about seven million acres at Akaroa for £2,000, and, not content with that, worded his deed so loosely as to convey the idea of having agreed for twenty millions of acres (namely, nearly all the land included in the Otago and Canterbury Provinces). Is this equitable without the condition of one in ten acres out of the cession for the Natives?

The proof of this condition has lately been required from us. Why, if this condition is not expressed in the deed, the fault is not ours. If it is, why has it never been fulfilled to us?

Governor Sir G. Grey says that the Otepoti acre (Princess Street Reserve) was a tardy act of justice to the Native sellers of the Otago Block, who were entitled, by the terms of the original scheme of the Company, to have reserved for their benefit one acre to every ten of the allotments sold in the town of Dunedin, &c. But this condition embodies a sufficient provision for the Natives of the Middle Island if applied in its true spirit to all the land ceded to the Company—the Otepoti acre is a mere mockery. Loud and universal was the cry formerly against private traders buying landed estates for fish-hooks and scissors in New Zealand; but without that condition of one out of every ten acres over the whole cession, Wakefield's, Kemp's, and Mantell's transactions would leave the worst of private land-sharking far behind.

We are delating before you, the Honorable Members of Parliament, the wrongs we suffer, relying firmly upon your honor and love of fair-play for you to redress them, and take under your protection the semi-paupers and orphans of the Middle Island.

This is all.

From the Natives assembled at Kaiapoi, this 25th March, 1874, and others.

[Here follow the signatures.]

No. 2.

To His Excellency the Marquis of Normanby, Governor and Commander-in-Chief of the Colony of New Zealand, Wellington.

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 that, July 19th, 1875, we received a communication (N. & D. 75/3242—No. 221) 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.

We humbly wish to bring to your Excellency's consideration, that the denial of a trial of these our grievances emanating not from Her Majesty's representative but from the Colonial Ministry of the day, as an interested party, has been the invariable rule in the dealings between the Government and us Natives, first, because we are few, and bring no pressure to further our demands of justice; and secondly, these material witnesses being now well stricken in years, a short space of time will efface all evidence on the subject by their death.

We utterly despair of any trial being instituted by the New Zealand Government in this matter, and, as a last resort, we intend to take up our residence on the inland of this island, the purchase of which land has never been accomplished either by Commissioner Kemp or Mantell.

We humbly lay this our intention at your Excellency's feet, that should we be mistaken in the atitude of the present Colonial Ministry, your Excellency, by communicating to us any reliable hope of action in the matter, may allay that anxiety which is spurring us to our present tentative step above referred.

Your Excellency's most obedient and humble petitioners.

Arowhenua, 3rd May, 1876.

No. 3.

Mr. Fenton to the Hon. the Native Minister.

Sir,— Native Lands Court Office, Auckland, 10th July, 1876.

I have the honor to enclose my report on the petition of Ngaitahu; also extracts of the minutes of the Native Lands Court, and other papers, which I trust you will find correct.

I have, &c.,

The Hon. Sir D. McLean, K.C.M.G. F. D. Fenton.

Enclosure in No. 3.

Report.

This report applies to the land comprised in the operations of Messrs. Wakefield, Kemp, Hamilton, Symonds, and Mantell, and excludes the northern part of the island, to which the petition does not relate.

The petition alleges,—

1. That the Native sellers of the Middle Island were promised that one acre in every ten should be returned to them, under an arrangement made with Mr. Wakefield in 1844.
2. That Mr. Kemp obtained the signatures to his deed by intimidation.
3. That the boundaries of the land are wrongly set forth in the deeds.
4. That Mr. Mantell caused the Natives to yield their territory by threats.
5. That at the sitting of the Native Lands Court they were ignorant of their rights, and of the mode of enforcing them; and that that tribunal was inefficient, as evidenced by its failure to deal satisfactorily with the Princes Street Reserve.
6. And generally, that the chiefs who signed the deeds were unaware of what they were doing, and should not be held to have transferred territory of enormous value, to the detriment of their more intelligent children.

I have to remark that,—

1. Is untrue. The purchases were not made till years after this date. The petitioners seem to have confused these purchases with those of the northern districts.

2. I do not believe that Mr. Kemp intimidated the people at all. But I quite think that they had a feeling of insecurity, resulting from Te Rauparaha's then recent inroads, and the dread of his return; and it is only natural to suppose that they readily alienated territory to a peaceable and powerful third party, who was able and willing to protect them. It is very probable that Mr. Kemp used this argument with them, and, in my judgment, rightly. They are wrong in now complaining. They have had the benefit as well as the disadvantage. *Qui sentit commodum, sentire debet et onus.*

3. The boundaries are part of the deeds, and cannot be questioned.

4. I do not believe, and no one can believe who knows that gentleman, that Mr. Mantell used the threats attributed to him. That he used the argument of the antecedent Nanto-Bordelaise purchase to influence the conduct of the Native proprietors is stated by himself, and I think he did so properly. It was a flaw in their title, which he was quite right in showing them that he was aware of. That they succeeded in selling their land twice over to different parties, may be a proper matter for equitable complaint by the first purchasers, but not by the sellers. It may be well to add that none of these accusations were made before the Native Lands Court, though the Natives of the whole country were there assembled.

5. The Natives were assisted at the sittings of the Native Lands Court by a most able and zealous 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: "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 fourteen acres per head in each reserve. None of the allegations against the Purchase Agents were made before the Court, and the impotence of the Court, as displayed in the matter of the Princes Street Reserve, could not have affected the Natives at Christchurch, for the Court sat there at a prior period. There was nothing left undetermined by the Court (except some portions of Topi's territory in the extreme South, those Natives declining to remain any longer on account of the mutton-bird season). There was, however, a promise extra the deeds which the Court had not power to deal with, and which, it was alleged, greatly influenced the signers of the deeds—viz., that they should be furnished with hospitals, schools, and "atawhai." It is remarkable that in the petition they speak slightingly of these matters, as things not to be deemed a consideration for land. This, however, seems to have been an afterthought, perhaps part of the knowledge which they say they have gained since one of their number became a member of the Assembly. Still, in my opinion, this promise must be considered. Hospitals, I think, they have had, access to the Government institutions having been open to them as well as to Europeans. Schools they have partially had. But even failure in this respect cannot be the subject of pecuniary compensation. Such compensation would be as incapable of calculation as the consequential damages in the Alabama claims. If the Government have been remiss in this matter, all they can do is to hasten to repair their remissness, and provide schools for the future. "Atawhai" is interpreted by the interpreter as protection; by the Natives as maintenance. The word really means "taking care of;" and considering the circumstances of the Natives at the time when the word was used, and that provision was otherwise made for maintenance by reservation of lands, fisheries, &c., I think that the interpreter has given us the better meaning. That being so, it cannot be denied that this promise has been effectually performed.

6. It cannot be affirmed as a matter needless of proof, that the price paid at the time was insufficient. If the European race had never come into these seas, the value of these islands would still be only nominal. The immense value that now attaches to these territories is solely to be attributed to the capital and labour of the European. A generation has elapsed since the sales took place. A periodical adjustment of the values of estates, or the return of them to their former owners, has never obtained, except under the Jewish theocracy; and I cannot help thinking that these periodical adjustments must have been attended with great suffering to many of the ousted persons.

There remains then, as far as I can see, no ground whatever, either in law or in equity (technical or moral) for the position taken by the petitioners. And if the petitioners were Europeans, I can conceive no reason why any favourable consideration should be given to their prayer. But I am bound to add, though possibly you will think that I am going beyond my duty, that it would be becoming the dignity and honor of the Crown not to inquire too minutely into the abstract rights of these persons, but to deal with them in a parental and liberal spirit. That they have not taken this ground themselves, I submit, should not be used to their disadvantage. They represent the small remnant of a nation, our predecessors in the country; and if any error is made on our part in our relations with them, I think it should be on the side of liberality. Nothing would be so dishonoring 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.

That the prayer of the petition should be granted literally is, of course, out of the question, but that a liberal provision in land inalienable should be made for the petitioners I respectfully recommend. It will be of no use taking a release from them; for, of course, similar claims will be revived from time to time, as long as they exist in the country.

I annex (1) a copy of one of the orders of Court; (2.) Extracts from my minutes; containing principally Mr. Mantell's evidence; and (3) Mr. Kemp's remarks on the allegations of the petition affecting him.

F. D. Fenton.

P.S.—It should be added that the orders of Court have not in all cases been carried out; but the Natives have not apparently complained of this.—F. D. F.

Sub-Enclosures.

"*Native Lands Act*, 1865," *and* "*Native Lands Act*, 1867."

Province of Canterbury.

At a sitting of the Native Lands Court of New Zealand, held at Christchurch, in the Province of Canterbury, on the seventh day of May, 1868, before Francis Dart Fenton, Esquire, Chief Judge of the said Court, and Henare Pukuatua, Assessor.

Upon reading a certain Order of Reference made by the Governor to the Court, under the authority of "The Native Lands Act, 1867," and "The Native Lands Act, 1865," in the following words, that is to say,—"Whereas, by 'The Native Lands Act, 1867,' it is, among other things, provided that all lands referred to in section 83 of 'The Native Lands Act, 1865,' shall, unless the Governor shall otherwise direct from time to time in respect to any such land, be excluded from the operation of the said 'Native Lands Act, 1865,' and of the first-mentioned Act, until the thirty-first day of December, one thousand eight hundred and sixty-eight, provided that every such agreement between the owners of any such land or other person interested therein on the one part, and officers duly authorized to enter into the same on behalf of Her Majesty on the other part, may be referred by the Governor to the Court, and the Court shall thereupon investigate the title to and the interest in such land, in the manner prescribed in the afore-mentioned Acts, and shall make such orders as it is, by the said 83rd section of 'The Native Lands Act, 1865,' empowered to make: And whereas in the year one thousand eight hundred and forty-eight, a certain agreement was made between certain persons owning land in the Middle Island of the one part, and duly authorized officers of the Government on the other part, purporting to extinguish the Native title to land comprised in the plan hereto annexed, save over such lands as were thereby stipulated should remain the property of such Native settlers: And whereas such reserved lands have never hitherto been effectually defined, and there are doubts whether the said agreement has been absolutely effectuated in law by written instruments: And whereas it is expedient to determine all such questions, and finally to conclude the agreement for the purchase of the lands comprised in the said plan: Now, therefore, the said agreement is hereby referred, in accordance with the above-mentioned Acts, to the Native Lands Court. By command.—John Hall, a Member of the Executive Council of the Colony of New Zealand. Christchurch, 28th April, 1868." And upon hearing the parties, and upon evidence taken, it is ordered that the agreement referred to the Court as aforesaid shall be forthwith completed according to the terms thereof as appearing in a certain deed-poll bearing date the twelfth day of June, one thousand eight hundred and forty-eight, under the hands of the chiefs of the Ngaitahu tribe of aboriginal natives, and a plan thereto annexed, and that the reservation and stipulation in the said deed-poll contained in the words following, that is to say,—"Ko o matou Kainga Nohoanga ko o matou mahinga kai me waiho marie mo matou mo a matou tamariki mo muri iho i a matou; a ma te Kawana e whakarite mai hoki tetehi wahi mo matou a mua ake nei a te wahi e ata ruritia ai te whenua a nga Kai Ruri," shall be forthwith observed, performed, and satisfied, in the manner following, by granting to Horomona Pohio, Tamati Tarawhata, Wiremu Takitahi, and Maiharoa, of Arowhenua, aboriginal natives, of the Ngaitahu tribe, the pieces or parcels of land, rights, and easements described in the Schedule hereto. And the several persons above named shall hold the said lands and hereditaments in trust for the several persons whose names are written in the Minute Book of this Court as owners of the Native reserve known as the Arowhenua Reserve, their heirs and successors appointed under "The Native Lands Act, 1865," and subject to the same restrictions as to alienating as the said reserve of Arowhenua aforesaid is subject, provided that the sections and easements being the several parcels of land distinguished in the Schedule hereto, by being marked Class 2, may be sold and conveyed to Her Majesty, her heirs and successors. And it is further ordered that the several Crown grants of the weirs and easements shall contain a provision saving the rights of the owners of land to the undisturbed flow of water in the several streams running through the said parcels of land. And it is further ordered that on performance by the Crown of the before-mentioned orders, all claims and demands of the aboriginal natives before named or referred to, including therein all persons whose names are written as aforesaid in the Minute Book of the Court, under or by virtue of the said deed-poll, against Her Majesty, her heirs and successors, shall be absolutely and the same are hereby released, discharged, and extinguished; and this Court doth order and decree the same accordingly.

Witness the hand of Francis Dart Fenton, Esquire, Chief Judge, and the Seal of this Court, this eighth day of May, one thousand eight hundred and sixty-eight.

Fras. D. Fenton,
(L.S.) Chief Judge.

The Schedule referred to in the Order hereunto annexed.

Class 1.

Arowhenua Award.

Six hundred acres, more or less, situate in the Timaru District, near Kapunatiki, being a rectangular block one hundred and fifty chains from east to west, and forty chains from north to south; the southern boundary skirting the edge of the swamp. Subject to roads.

Class 2.

Ten acres, more or less, situate in the Timaru District, opposite Section No. 11,433, having ten chains frontage to the southern bank of the Orari River, and extending easterly a distance on the average of ten chains. Subject to roads.

Twenty acres, more or less, situate in the Timaru District, north-east of but not adjoining Section No. 11,433, having ten chains of frontage to the north bank of the Orari, and extending north-westerly twenty chains on the average. Subject to roads.

Two acres, more or less, situate in the Timaru District, being a square block of land fronting on the stream issuing from the Waitarakao Lagoon, and situate opposite the island in the said stream. Subject to a road.

One hundred and fifty acres, more or less, situate in the Timaru District, near the Kapunatiki Creek, having a frontage of thirty-seven and a half chains to the Beach Road Reserve, and running back westerly a distance of forty chains on the average.

Seventy-two acres, more or less, in the Timaru District, being part of the island named Harere-ketautoou, situate in the mouth of the Umukaha River. Subject to a road.

Twenty acres, more or less, situate in the Timaru District, situate between Section No. 2,743 and the Orakipaoa, so as to include the site of the old pa. Subject to roads.

EXTRACTS of MINUTES of a Sitting of the NATIVE LANDS COURT, held at Christchurch and Dunedin, in April and May, 1868.

Before F. D. FENTON, Esq., Chief Judge, and HENARE PUKUATUA, Assessor.

SATURDAY, 25TH APRIL.

Rapaki Block.

Mr. Williams applied for leave to examine Mr. Mantell without prejudice to Mr. Cowlishaw's right to go on with his case, so that the Crown Agent may be in a position to have knowledge of both sides with a view to an arrangement.

Mr. Cowlishaw consented.

WALTER BALDOCK DURANT MANTELL, sworn.

1. By *Mr. Williams.*] I live at Wellington. In 1848, and subsequent years, I came down here; I came as Commissioner to extinguish Native claims to land. I look at a deed marked A.

Mr. Cowlishaw objected to the deed being received, as it was not proved that the signers were owners of the land in question. Finally it was arranged that the deeds should be put in, subject to the settlement of the point of objection afterwards when this evidence should be struck off.

Port Levy Deed.—Deed dated 20th September, 1849. This deed was signed at Port Levy.

2. Where did the Natives who signed this deed live?—These were the Natives whom I concluded to be the owners. Some of them were resident at other places; some elsewhere.

3. How did you decide who was entitled?—By assembling the people and listening to what each had to say. This reserve (Port Levy) was lived upon at this time, and I marked off the smallest piece possible. An inchoate title existed in a French Company, and I was instructed to press this upon the Natives, and show them that the whole of their land was in peril.

4. The signers of this deed you found to be the owners?—Yes.

5. Was there any arrangement come to for other persons to share in this reserve?—Not to my knowledge.

6. Were the Natives whose names are to this deed the whole of the hapu?—Don't know.

7. You thought the title good?—Yes.

8. Were you, before this, in communication with the Rapaki Natives?—Yes, before.

9. Is this your name and handwriting?—Yes: (a plan of Rapaki Reserve). Having been instructed to leave a plan with the chief man of each reserve, I left this plan with them.

10. Were all the Natives from Kaiapoi, Port Levy, and Rapaki present at the meetings?—There were Natives from Kaiapoi and other places.

11. The meeting was not confined to the Natives on the spot?—No.

12. Who agreed as to who should sign the Port Levy deed?—I cannot give a clear answer to that.

13. At those meetings were the names of the owners fixed by the persons present or by you from the result of the korero?—By me, assented to by the meeting.

14. Was this after opponents had withdrawn?—I don't recollect that there were any rival claimants to the land sold; disturbances took place as to whether the resident Natives should be the subsequent owners of the reserve.

15. Was it afterwards agreed to?—My impression is that it was not, except as to an acre which had been purchased as a burial-place.

16. I don't understand you?—There were two sets of Natives at Port Levy, one belonging to Kaiapoi.

17. Were you present at any meeting of them? I must have been.

18.—*By Mr. Cowslishaw.*—Were the Natives present at these meetings from all parts?—Yes.

19. How were the assemblies composed?—Generally great confusion.

20. How do you arrive at a settlement?—By gradually substituting order.

21. There are many instances of land once purchased being bought a second time?—Yes.

22. Has land in Canterbury been purchased twice?—The West Coast first by Kemp, and subsequently purchased.

23. The Northern part?—Port Levy deed. They paid money twice.

24. Where was the deed signed?—In the presence of the assembly. No one was excluded from signing it, and the distribution was made immediately afterwards. A constable from Akaroa was present to assist in the custody of the money.

25. Was there a distribution of the money?—I don't remember. In case of Port Levy deed, all adult owners signed the deed who were present, but some might have been absent, but I don't know that any were absent. I understood that the sales were made by the proprieters of the land.

26. Was anything in the negotiations to show that the lands reserved were reserved for the residents?—The reserves were made as shown by the deeds.

27. Did the Natives accept your decision, or did they yield to what they regarded as your authority?—Both the decisions were as much those of the Natives as of me; my instructions were "to carry matters with a high hand," and I allowed those instrucions to operate. I used the previous purchase of the Nanto-Bordelaise Company, in accordance with my instructions, to carry out my duty—that is, to get the land. The effect of this was the Natives were willing to sell, but the price to be paid was reduced. I suceeded in bringing them down towards the price fixed by the Government.

28. The Natives generally understood that you had great authority?—I think so.

29. Did they not, as a fact, accept your decisions?—I should say not.

30. Did you exercise an opinion as to the right persons to sell?—I was supposed to exercise my judgment, but really it was the Natives themselves.

31. Did they withdraw their claims before you made your decision?—I waited until they had extinguished each other, and then I took the survivors.

32. Does silence always imply consent?—No.

33. Was there any proof of consent of parties whose names were not in the deed?—No.

34. Prior to the signing the deed, had there been contending parties?—I cannot say.

35. Was much time occupied in eliciting the title?—I always gave as much time as was required.

36. What was the talk about then?—About the terms of the bargain.

37. What did the other people do then?—I cannot answer that.

38. Did the Natives from Kaiapoi take part in the discussion?—I think they did, but not for long.

39. Were they present at the distribution?—No, I think not.

40. Had you informed them that they had no title to the land?—Most probably.

41. Did the Kaiapoi Natives come armed?—On one occasion.

42. Was that to claim the land?—I will not undertake to say; most likely.

43. How did the Kaiapoi people show their agreement?—Most likely I told them that they had no title, and they yielded. I am not prepared to swear that any single step taken by me or by the Government with respect to these Natives was fair.

44. Did you intimate to these Natives that they had no claim?—I certainly must have done so in some manner.

45. Do you consider that their remaining silent after that would mean nothing?—No.

46. Do you consider that any other Natives than those who signed the deed consented to the sale?—I consider that it was my duty to ascertain that all opposition was withdrawn before the deed was signed, and consider that that deed was made without the opposition of any persons who knew anything about it.

47. Were Kaiapoi Natives present at Rapaki meeting?—Yes.

48. Did they take part in the proceedings?—Many of them.

49. Did they claim land in the Port Cooper deed?—I think not.

50. Where do the present Kaiapoi Natives come from?—Most of them were then at Port Levy; they have had additions from the North.

51. Do you remember who were living in Rapaki at the time?—No.

52. Was Tuawhea?—I do not know.

53. Were many Natives living at Port Cooper at that time?—Not many.

54. Were many Natives living at Rapaki?—Two dozen.

55. Do you know whether the Natives who were excluded had land elsewhere?—I do not know.

56. Did they participate in the Ngaitahu deed?—They got from 1s. to 2s. 6d. each.

57. In Port Cooper negotiations, were not many absent?—None, except perhaps a few prisoners in the North.

58. If absent in the North, would they know?—They would be admitted by their friends in the reserve if they returned.

59. Were you aware that some were away in the North?—I have learnt since that some were absent.

60. Then you think that the signatures may not comprise the names of all persons owning?—It is possible.

61. When you made this reserve, did you consider the numbers of those who signed the deed?—I considered also the people in the North.

62. How many were the people at Port Levy at that time?—Sixty or seventy.

63. Do you remember Mr. Buller being here?—I remember sending for him from here.

64. *By the Court.*] Where was the Port Levy deed signed?—At Mr. Horslam's house in Port Levy.

65. Did any one want to sign whom you refused?—Not to my recollection.

66. You rejected no one, then?—I think not.

67. Did any hapu or Native leave the meeting or go away in the manner Natives have of expressing dissatisfaction at any state of the proceedings?—The Kaiapoi part of the Port Levy Natives attended the first meetings (I think), but they discontinued.

68. Were the proceedings continuous?—Yes.

69. Were the meetings continuous?—There were varying intervals of time between each. The sum which I was authorized to spend was so small that negotiations were suspended for some time.

70. At what stage of the proceedings did the Kaiapoi people go away?—I don't know.

71. If a Native did not agree to a proposition, and said nothing, would he (as a Maori's characteristic) remain at the meeting?—Don't know.

72. Did the Kaiapoi people display their arms?—I am not sure that they had arms. The Rapaki Reserve was made in the Port Cooper deed. (This deed has not the clause reserving cultivations).

73. Was the Kaiapoi Reserve made in fulfilment of that clause?—I can't say.

74. What steps have the Government taken to mark off the cultivations in fulfilment of that contract?—When I was despatched here in 1848, I was ordered to get a new deed signed, marking off the cultivations; but I did not do this because when I was at Moeraki I received instructions superseding this portion of my instructions.

75. Is the contract still unfulfilled?—I do not remember.

76. Was the Kaiapoi Reserve part of the fulfilment?—It was made in contemplation of the new deed. It was the first of a series proposed in the new deed.

77. What then, have the Government done in fulfilment of that promise?—Nothing, that I remember. In my judgment, Port Levy signatures represent the principal people, chiefs, who own the Port Levy Reserve; the Port Cooper signatures, the chiefs of the owners of Rapaki and Purawa, and the others in the tribes. The owners of Kaiapoi may be indicated by the chief men of the Port Levy tribe, *i.e.* the Kaiapoi people living at Port Levy formerly, and Moeraki.

MONDAY, 27TH APRIL.

Mr. Mantell's evidence was admitted by Mr. Cowlishaw to be evidence in the case, its provisional character being removed.

Mr. Cowlishaw and *Mr. Williams* announced that they would leave their cases as they now stand.

I inquired from Mr. Rolleston what position he held, and whether the Crown could be bound in any way by the Court's judgments.

Mr. Rolleston said that he was here with full authority to represent and bind the Crown, and Government was very desirous that some final recommendation should be made by the Court, upon which the Government might act if necessary. The Court is held by reference from the Government, and the judgments will be acted upon.

(Read the reference from the Government to the Court of those claims—No. 253-1.)

78. *Mr. W. B. D. Mantell* (recalled).—I don't remember any question as to the persons resident at Rapaki since Rauparaha's invasion. The signers of the deed represent the owners of the land, and the reserve was made for them. I was supplied with a deed of conveyance to supplant Kemp's deed, made to Her Majesty instead of Wakefield, and releasing the clause of reservation. I was instructed by the Government that they would abandon Kemp's deed. I wish to say that the Kaiapoi Reserve would have been of its own size even if that clause had not existed. I did not make more reserves, because of my instructions, which I put in. (Read: Draft deed to have been signed; final instructions; further instructions.) In pursuance of Ngaitahu deed, I made reserves after this instruction, Moekahi, Waikouaiti, and Purakanui. I did not completely satisfy the clause. Since then an addition was made by Sir G. Grey to the Waikouaiti Reserve. I believe, also, that a reserve has since been given to the Natives here at Waimatemate; also, on West Coast. I never attempted to get a release from the Natives from that clause. I consulted their wishes as to an arrangement as to locality. In quantity, I contended with them. I was instructed to abandon outstanding cultivations, and consolidate them. Natives have been constantly writing to Government, and soliciting performance. Up to 1861, the letters were marked "Southern Island File." After that the result was the same, but their letters were answered. They were never referred to the Supreme Court as a petition of right, because it would have been inconvenient as a precedent. I wish to explain these later answers. Strict legality has not been aimed at. The Government wished to settle these claims, and get them "huddled out of the way." I don't think it arose from deliberate villany on the part of the Government though it might bear that aspect. Buller did not finish the other reserve. I think he was only authorized to divide the Kaiapoi Reserve, and I should not have continued him in that service. He told me that he had not looked into the previous papers. He did not discontinue—he had finished. At the time, I believed and reported that their reserves were sufficient for their present and future wants; but now I believe them to be insufficient.

TUESDAY, 28TH APRIL.

Kaitorite Block.

KERIONA POHAU, examined.

79. *By the Court.*] Who told you to go to Mantell's meeting?—I went because it was my land.

80. How did you hear of it?—I heard and went.

81. Did you hear from Mantell or Natives?—I heard from Mantell.

82. Where were you when you heard?—At Taumutu. I heard that Mantell had brought the money.

83. Do you know when the pakeha took possession of this land?—Shortly after Mantell.

84. When you saw Europeans taking possession, what did you do?—I told them that this land was ours—not in Kemp's purchase. I went to turn the white man off.

85. Did you make a communication to Government?—Yes.

86. At that time?—Yes.

87. Did you say anything to Government?—I went to the Land Office, but there was no interpreter; the white men looked at me, and I looked at them.

88. Where was this Land Office?—At Christchurch.
89. Did you then write to the Government?—I wrote to the Government.
90. Where was it addressed to?—To Mantell.
91. Where was he?—At Port Nicholson. I wrote to him; Mr. Fox was Minister. I perhaps wrote twelve letters in a year.
92. What was the answer?—I never got an answer.
93. Did you never get an answer?—I got one lately. It is at Taumutu.
94. Who signed it?—I don't remember.
95. Did not you and the others go with Mr. Mantell to set out a reserve?—Yes; at Taumutu.
96. Where is Taumutu?—Twenty miles apart.
97. Did you ask Mantell to mark off this piece?—No; I only said at the time that Kemp's boundary was at the point (Otakou).
98. Did Kemp tell you that this land should be excluded?—No; he was always on board of a man-of-war.
99. Did you tell Kemp?—No.

TUESDAY, 5TH MAY.

Order of Reference.

Mr. Rolleston (in the absence of his counsel) said he did not intend to oppose the securing of their eel-weirs, &c., except so far as they might, by damming water, &c., interfere with the settlement of the country; also, that roads should be secured for the public.

HOROMONA POHIO, examined.

100. *By Mr. Rolleston.*] What do you want the land for?—Farm purposes.
101. What amount have you already under cultivation?—At Arowhenua?—Kua pou Katoa te mahi. It has all been in wheat.
102. Actually in the past year all cultivated?—It was all cultivated and gone in the flood.
103. Was it fenced?—Yes; all.
104. Was the grass natural or artificial?—All sown with grass, or in crops.
105. Is it divided?—No; each man cultivates where he likes.
Mr. Rolleston said he did not object to the eel-weirs and urupas—only to the 400, 600, and 450 acres.
106. What was the amount of cultivation in Mantell's time?—Very large.
107. Did Mantell's reserves equal in size the cultivations then in existence?—Mr. Mantell's reserves did not include all.
108. Did Mantell say anything about eel-weirs?—Yes; Mantell said "Your eel-pas remain yours." I remember nothing else.
109. Did he say you should have them for ever?—He said as I have told you, I understood in perpetuity.
110. Did he mean eel-weirs other than those in the reserve?—Yes, all.
111. Did you not understand that Mantell's reserves were to extinguish all claims under the deed?—He told us we should have all our pas, graveyards, and eel-weirs.
112. *By the Court.*] How will you get to these eel-pas?—I don't know.
113. What do you want 20 acres round an eel-pa for?—For horses, and to plant there and to build houses there. The reason I ask for the increased reserve is the deed. We are living as *manene.*
114. Are you more numerous than they were in Mantell's time?—They are more numerous.
115. Can you eat more?—In Mantell's time we lived on eels, fern-root, potatoes, ti, whitebait, piharau. We were beginning to eat flour, mussels, and wood-hens. Potatoes, pumpkins, and vegetable marrows were what we cultivated, calabashes and maize.
116. Now, what do you cultivate?—Wheat, oats, hay, barley, corn, pumpkins, marrows, potatoes, and eels. We keep cows, in some places sheep, but have no land. We have plenty of horses for carts and farm purposes, and riding and dray horses.
117. Do you till your land when it is worn out?—When it is worn out we should desert it, but are obliged to go on cultivating. If we had other land, we should leave worn-out land and let it recover, and then return.
118. How many ploughs are there at Arowhenua?—Six ploughs of their own, and they hire ploughs besides.
119. How many ploughs are there at Waimatemate?—Two, and borrowed ones.
120. How many ploughs are there at Waitaki?—No ploughs; the land is too bad. The land is all worn out at Waitaki, and they don't use it. They cultivate at Waimatemate.
121. Suppose ten grown-up men and ten women, how many children will there be?—There are forty children at Waimatemate now.
122. How many grown-up people?—Twenty men and twenty-six women.
123. Where do you draw the line between them?—Ten years old.

WEDNESDAY, 6TH MAY.

WALTER BALDOCK DURANT MANTELL, sworn.

124. When you made the reserve at Arowhenua Reserve, did it cover all their cultivations there?—I am not certain.
125. What was the nature of cultivation?—Chiefly roots. I remember a field of wheat.
126. Was it understood that these reserves were to extinguish their claims?—I think the Natives thought the reserve did not wind the thing up. At that time I did, and reported so.

127. The reserve exceeded the cultivations as under crop at the place?—The area of the reserve exceeded the actual amount of cultivation, as far as I knew, "actually under crop." A Native would have under cultivation three times as much as under crop. I am not prepared to say that my reserves did not exceed the land under cultivation. I think now the reserves ought to have been larger. I have come to this conclusion because the Natives' sources of food are lessened—seals, mutton-fish, quails, whales, &c.

128. Can you give estimate of extent of reserve that should now be made—say, Arowhenua, eighty-six people, 600 acres?—I do not think it is sufficient.

129. They use more land?—Not only that, but their other means of living diminished; besides I am more capable of judging now than I was then.

130. Give us an idea of what should be the increase?—I can only give an opinion. I should think the quantity should be doubled.

131. What was understood about the eel-weirs; were they to be secured as well?—Certainly not. I said they would be removed when public convenience required it. [I objected to this, as governed by the contract in writing or deed, which Mr. Mantell's subsequent proceedings could not vary.]

132. Did your reserves come under the "kainga" clause or the "whakarite" clause?—Both the clauses; but I acted under my instructions. (Instructions read.)

133. *By the Court.*] What do you mean by "sufficient"?—At that time my estimate was Colonel McCleverty's, whom I consulted. The idea was enough to furnish a bare subsistence by their own labour.

134. When a man became old and could not work?—I am not prepared to justify McCleverty's estimate or defend it.

135. On what ground do you think the reserve made by you sufficient (under second clause) to satisfy the honor of the Crown?—I have not said that I thought the reserve sufficient to satisfy the honor of the Crown, but, according to McCleverty's opinion, sufficient to live upon. Colonel McCleverty held a high official position.

ALEXANDER MACKAY, sworn.

136. I am Commissioner. For Arowhenua the acres reserved by Mantell is 600. For Waimatemate none by Mantell, but 40 by the coast, increased subsequently by the Government purchasing 150 acres. Waitaki—Mr. Mantell reserved 13 acres; 10 acres have been added since. On the south bank of Waitaki, 376 acres given by Mantell.

137. That is per head?—This will average barely 7 acres per head. All Waitaki people live at Waimatemate. The cultivations are limited in extent; the land is quite worn out. Until Waimatemate was increased the people were living in a state of severe privation; since the land has been occupied all round by the white man they have become hedged in. The increase at Waimatemate has made them better off. They complain that their means of food are cut off; the wild birds and animals are not to be obtained. The population at Waimatemate is 76; including the land at Waitaki they have 9 acres per head, including the 300 acres recently added. I don't think the existing reserves, with the eel-weirs, are or will be sufficient. The land about these eel-weirs is bad, little good for cultivation. I should think, in addition to what they have got at Waimatemate, they should have 5 acres added per head. I don't think the land at the eel-weirs anything. This would bring it up to 14 acres per head. To carry the same average for Arowhenua, it will require an addition of 7 acres per head. Waitaki is included in Waimatemate.

Kaiapoi.

ALEXANDER MACKAY, examined.

Tairutu, near Kaiapoi	5 acres eels.
Kaowai, south of Leithfield	10 acres eels.
Saltwater Creek	10 acres eels.
Kowai, near Waipara	10 acres seabeach.
Otutapatu, near Tairutu	10 acres eels.
River Avon, mouth	10 acres fishing reserve.

The population of Kaiapoi is 176. The average acreage owned now per head, including the 600 acres recently given, is 12 acres per head. The land is worthless, given with the eel-pas. The Kaiapoi people are better off than the others, but their land should be slightly increased.

WIREMU NAIHIRA, sworn.

138. I represent the Kaiapoi people, Ngati-Tuahuriri. I have authority to represent them all. I am appointed. In addition to the pas and the land we have got, there are other places we want:—

Kuratawhiti, a place for wood-hens, a forest, 50 acres; Waihio, at Waihora, near the sea eels, 25 acres; and 5,000 acres of land inland.

ALEXANDER MACKAY, sworn.

139. I think the land is barely sufficient. Let all have the average. In my judgment they should all have 14 acres per head. As to Kuratawhiti, I think the land had better be concentrated. Waihio is not to be had; it is gone, sold. The addition (if any) might be added to the 600 acres to be given in the peninsula.

WALTER BALDOCK DURANT MANTELL, sworn.

140. I think my evidence given before will apply to the Kaiapoi people.

William Rolleston.] I am aware that there will be no difficulty in obtaining the land required for the eel-weirs. I have been with the Natives to the Survey Office, and we have examined the maps.

The Court gave its opinion that "mahinga kai" does not include *weka* preserves or any hunting rights, but local and fixed works or operations. Under the reservation clause of the contract, we are prepared to make orders for the prices of land and easements which have been agreed to by the Crown.

As to the clause promising that the Government would cause to be marked out other land for the sellers, the Court feels altogether bound by the evidence of the Crown witnesses. Whatever may be the demands of the Natives under this head, we think that in interpreting the contract we are bound under the terms of it by the Crown witnesses, and the discretion rests purely in the Crown, and accordingly we entirely follow them. At the same time we ought to express our opinion that the concessions of land proposed to be made according to the testimony, go as far as a just and liberal view of the clause would require. We take the quantity to be provided including what has already been set apart at 14 acres per head, and are prepared to make orders accordingly.

The Natives must sign a deed of release of their claims under the clauses and no person refusing to sign the general release to be entitled to any interest in the above orders.

On a subsequent day, I intimated that on reconsideration I did not think it necessary that a release should be signed of claims under the deed, as the orders of the Court are evidence of the satisfaction of their rights, *i.e.* under both the clause of reservation, and the further reserve clause containing the promise of the Governor, though I will leave the order standing as it is, but it need not be acted on.

THURSDAY, 7TH MAY.

Mr. Williams read Order in Order of Reference.

Ordered that the Order be settled in chambers.

Mr. Williams applied to the Court for an expression of opinion as to who should pay the costs of survey under Order of Reference.

141. *By the Court.*] I think these expenses should be paid by the Crown under the latter clause certainly; for the Crown undertook in the Ngaitahu deed to mark these reserves off, and it is now merely doing what it has covenanted to do. As to the first clause, the Crown has consulted its own convenience by consolidating the kaingas and residences; and I think that they should bear the cost of the surveys.

EXTRACTS of MINUTES of a COURT held at Dunedin on the 15th May, 1868.

Present: F. D. FENTON, Esq., Chief Judge; and HENARE PUKUATUA, Assessor.

WALTER BALDOCK DURANT MANTELL, sworn.

142. I was Commissioner of Crown Lands once here, previously Commissioner for Extinguishing Native Title. I came here to the southern district of the Province of New Munster in 1848. I was sent by the Government under instructions to complete an incomplete transaction of Mr. Kemp (the Ngaitahu deed). Those were my original instructions. I have seen this deed. This was given to me by the Government as the instrument by which Kemp's purchase was effected. When I came the money had not all been paid. I was brought into contact with these signers, and with others of greater importance who had not signed. It was always recognized by the Natives. The remaining instalments have all been paid.

143. In either of your capacities did you set apart land under that deed?—As Commissioner for Extinguishing Native Claims I set out several reserves; I set reserves at Purakaunui under my instructions. I set them out in December 1848. I recognize my handwriting on the map dated December, 9th, 1848. It is the map handed by me to the Natives signed by me "for the people belonging to Ngaitahu tribe." The people for whom it was intended are written in my census (Names read). I found a certain number of Natives resident at Purakaunui, and then fixed the reserve at the smallest number I could induce the Natives to accept. There were forty-five Natives, men, women, and children, just 6 acres a head. I came on to Otakou. I do not consider this a liberal allowance. I thought it ought to be at least 10 acres, not to exceed 10 acres if I could help it. I know this country. I recognize the land on this tracing; I think the land is absolutely worthless. The piece in the middle was excepted, I have no doubt to reduce the amount. As Crown Commissioner I subsequently made this piece a reserve. I hope my evidence has not lead the Court to believe that I was dealing liberally. If I had followed my theoretical rule, the quantity would have been 450 acres. In other districts I allowed more than my theoretical rule.

144. *By the Court.*] The map was attached to the deed when I got it. Lieutenant Bull's seal and signature were there then. He was lieutenant in the "Fly," in which I was taken to Akaroa. When I paid the instalments, I got as many additional signatures as I could to the receipts. These receipts I handed to the Government; one is on the deed [Read in Maori and English], dated February 27th, 1849, "Mantell, Commissioner for Extinguishing Native Title."

145. Under which clause was this reserve made?—I should like to refer to my instructions, which will explain better than I can. [Instructions read. 1. 2nd August, 1848, signed "J. D. Ormond, for Private Sec." 2. 4th October, 1848, signed "Eyre, Lieut.-Governor."] This reserve would comprise more than the actual amount of their cultivations at the time at this place—I am speaking of land under crop, principally potatoes. The land under crop would be one-third, probably nearly one-sixth, of the land under cultivation.

146. There were other places cultivated or deserted besides Purakaunui. I scarcely know how to answer these questions. What I did was to get the Natives to agree to as small amount as I could. The reserve at Purakaunui was sufficient for their immediate wants, I left their future wants to be provided for. I was not then able to make an estimate, and I took McCleverty's opinion. He said 10

acres, and I gladly embraced that standard. The reserve was made, not so much as fulfilling either clause of the deed, as the smallest quantity I could get the Natives to agree to. I believe half of the people there when I went are dead.

147. *By Mr. Macassey.*] I was authorized to make a promise—and I told them that the Government would make schools, build hospitals, and appoint officers to communicate between them and the Government. I found these promises of great weight in inducing the Natives to come in—but these promises have not yet been fulfilled. [Clause of instructions read: "Thirdly, you are only to mark out reserves around and including pas, residences or cultivations to the extent that may be necessary for the resident Natives; but you may inform them that the Crown will hereafter mark out for them such additional reserves as may be considered necessary for their future wants."] I was not engaged to carry out the terms of Kemp's deed, but was preparing for the execution of a new deed.

148. Did you make this promise?—I took refuge under this promise with the Natives. The reserve may be looked upon as the result of a struggle, in which I got the land reduced as much as possible. I used to tell the people that if they were dissatisfied they must appeal to the Governor, and in one case (Waikouaiti) this was done, and they got an immediate increase.

149. Did the Natives believe in your promise, and come to terms upon the strength of it?—Certainly.

150. How do you propose to keep that promise?—I have no power by me.

151. What would you do if you had the power?—I think a minimum of 14 acres a head, if I were a member of the Government, not as satisfying my own honor as a private individual.

MEMORANDUM by Mr. KEMP.

MR. FENTON,—

In reply to the inquiries made by you in reference to the petition from the Natives in the Middle Island assembled at Kaiapoi on the 25th March, 1874, I beg leave to state as follows:—

1. That I am not aware that I made use of any threat or intimidation whatever on the occasion of the cession of the land comprised within what is commonly known as Kemp's Deed.

2. That I do not remember that the system pursued by the New Zealand Company in the first instance, of devoting a tenth of the lands ceded to the use of the Natives, was made applicable in this case, but, on the contrary, my dealings with the Native sellers were very much governed by the arrangements adopted by Sir George Grey when making the purchase of the Wairau from the Ngatitoa, viz. that of making sufficient reserves for their present and future wants.

3. And in reference to that part of the deed which refers to the setting apart of further reserves by the Government, I think that the impression on my mind, and on the minds of the Natives made at the time, was, that the provision hereafter to be made was one which was to be carried out in a liberal spirit, and in such proportions as to meet the wants and provide for the general future welfare of the Natives resident at the different settlements at the time the purchase was made.

Civil Commissioner's Office, Auckland, June, 1876. H. T. KEMP.

By Authority: GEORGE DIDSBURY, Government Printer, Wellington.—1876.

Price 9d.