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NEW ZEALAND.

# CLAIMS OF NATIVES TO WAIRARAPA LAKES AND ADJACENT LANDS

(REPORT ON, BY MR. COMMISSIONER MACKAY).

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

To His Excellency the Right Hon. WILLIAM HILLIER, Earl of Onslow, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its dependencies, and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY,—

Under the Commission issued by your Excellency, dated the 11th day of November, 1890, I was enjoined to hold an inquiry relative to the allegations contained in a petition addressed to the House of Representatives by certain aboriginal natives residing in the Wairarapa district, touching their claims to the Wairarapa Lake and certain lands adjacent thereto; but, before dealing with the subject-matter thereof, as a perfect comprehension of the question cannot be attained without some knowledge of the history of the several matters relating thereto, I propose to submit for your Excellency's information, a brief recapitulation of the principal circumstances connected therewith, beginning at the earliest period that land-purchase operations were commenced in the Wairarapa district.

The right of pre-emption being vested in Her Majesty under the Treaty of Waitangi, no private individuals could legally purchase land from the Natives after 1840 under a penalty. The acquirement of Native land needed to promote the settlement of the country consequently devolved on the Government, and a system of land-purchasing was commenced in 1847 for the purpose of acquiring suitable tracts of land that were essential for the progress of the colony.

Owing to the necessity for procuring land in the neighbourhood of Wellington to provide for the spread of colonisation, and also with a view to put a stop to the illegal practice then prevailing on the part of the Europeans of taking up land for grazing purposes from the Natives in the Wairarapa, attention was directed in 1853 by the Land-purchase Department to that district as a field of operation.

Considerable difficulties had to be encountered at the outset to break down the confederacy that had been formed by the Natives against alienating their land to the Government, and these difficulties were further increased by the system of irregular leasing that then obtained, by which the Natives were deriving a considerable rental; but, as this practice was threatening to entail a serious loss on the prospects of the colony by interfering with the acquirement of land by the Government, it was decided that action should be taken to put an end to it.

After a long negotiation, the opposition of the Natives to sell their land was broken through towards the close of the year 1853, by the disposal of several small parcels of land in the Wairarapa, comprising the home-stations of the settlers, on which in many instances large sums of money had been expended in making improvements, notwithstanding the precarious tenure under which they were occupied.

The first large purchase that was effected was a block of land to the west of the Wairarapa Lake known as "Turakirae." The acquisition of this block was accomplished on the 1st September, 1853, and this transaction was immediately followed by the cession of the Turanganui Block, on the east side of the lake.

These purchases bring the history of the proceedings down to the period immediately connected with the matters alluded to in the petition of the Wairarapa Natives, as it is in connection with these purchases that the questions that form the subject-matter of the aforesaid petition have arisen. It will be convenient, therefore, to now commence to report on the various matters which are referred to me for inquiry under the terms of my Commission, and for the sake of method to deal with such matters in the same order in which the several allegations appear in the petition; but, before proceeding to do so, I beg to inform your Excellency that an inquiry was held at Greytown, in the Wairarapa district, in April last, lasting for eleven days, at which the parties concerned were represented by counsel, and had the opportunity of being examined orally in support of the statements contained therein. By this method a large amount of evidence on the question was elicited, which is included in Appendix A to this report.

In reply to the allegations contained in the petition, I beg to offer the following remarks:—

1. "That we are and have been from time immemorial the owners of the Wairarapa Lakes and the surrounding lands." There is no question about the right of the Natives to the lakes, but their ownership of the surrounding lands since the sales of 1853 is a moot point.

2. "That the following sales of the adjoining land to Her Majesty's Government took place: (a) The Turakirae Block, (b) the Turanganui Block, (c) the Tauherenikau Block, (d) the Kahutara Block."

#### THE TURAKIRAE BLOCK.

This block was purchased on the 1st September, 1853, for £2,000, and 5 per cent. was secured to the vendors on the resale of the land to the Europeans, after deducting moneys and other expenses connected with laying off the said land.

The money accruing from this source was to be expended for schools, hospitals, and for medical attendance, and also for the payment of annuities to certain of the chiefs. This stipulation was inserted in the deed as an inducement to the Natives to consent to alienate their land to the Government, which at that time they were very averse to.

The boundaries of the land ceded commenced at Turakirae (the western point of Palliser Bay) and from there it followed the coast to the mouth of the Orongorongo River; thence up that river to its source; and from thence to the Toko-a-houmea, beyond the Summit Railway-station; thence into the Otauirā Stream, and on to the Taukete, and from there down the Otauirā Stream to its junction with the Otauirā Lake; thence by the margin of the lake to Kiriwai, on the coast; and thence along the coast to Turakirae, the starting-point.

The Natives contend that the highest flood-line formed the eastern boundary of this purchase, and not the margin of the lake, as described in the deed; but this boundary, although it is rather vaguely described in the deed, is further alluded to in Mr. Commissioner McLean's letter to the Civil Secretary, under date the 2nd September, 1853, reporting on the aforesaid purchase, in which he describes the boundaries of the block as follows: "Bounded on the north-east side by the *Wairarapa River and Lake*, and on the south-west by the lands acquired from the Ngatiawa Tribes of Wellington."

The contention that the flood-line along the lake was the north-east boundary of the Turakirae Block is not tenable, as, independent of the boundaries described in the deed and Mr. Commissioner McLean's letter, the stipulation contained in the deed relative to the right to fish for eels in such places as are or may not be drained by the Europeans is evidence that the Natives did not retain the low-lying lands adjacent to the lake, otherwise there would have been no need to make a condition about eel-fishing, as all the principal places suitable for this purpose were situated on the low-lying ground they now claim.

The following reservations were made for the Natives, viz.: (1) At the Patunga-a-matangi, (2) at the Waiorongomai Bush, (3) at Oahanga, (4) at Hinakitaka for the Ngatitama residing there, (5) the right of eel-fishing in such places as are or may not be drained by the Europeans.

The first three reserves were not defined on the ground for the following reasons: No. 1 was sold to the Government on the 14th of December, 1853; No. 2 on the 22nd of December, 1853; and No. 3 on the 23rd of December, 1853. No. 4 was the only one retained. In this case 200 acres have been set apart in satisfaction of it, at a place called Te Mukamuka.

A claim for compensation was preferred during the inquiry at Greytown by certain Natives claiming to be owners of the Turakirae Block, on the plea that the aforesaid reserves were set apart according to the terms of the deed for the benefit of the whole of the persons interested in the aforesaid block; but, be that as it may, it was well known to the parties who are now preferring this claim that these lands had been sold to the Government by members of the Native community, who were at that time considered to have had the authority to do so, without any objection being raised against it.

Attention was drawn to the sale of the Patunga-a-Matangi reserve in 1881, at an inquiry held before Major Heaphy, and the sale of the Waiorongomai Reserve was publicly alluded to in the Native Land Court, on the application of Paratene Matenga coming before it. The applicant admitted in evidence, on the 29th April last, that he was aware that the reserve had been sold at the time he made the application. Both Hemi te Miha and Piripi te Maari also testified that they were aware of the sale of some of these reserves.

The sale of the reserve at Owhanga, near Featherston, appears to have been the deliberate act of Mauihera Rangitakaiwaho, and other leading men of his party, and two deeds affecting the land were executed on the same date by the vendors—one for the Owhanga Block, which includes the reserve, and one for the reserve, which includes the Owhanga Block.

All these sales took place in 1853. The parties, therefore, who are now preferring a claim to the land comprised therein have slept upon their supposed rights for thirty-eight years.

#### THE TURANGANUI BLOCK.

This block was purchased on the 5th September, 1853, for £1,100, and 5 per cent. was secured to the vendors on the resale of the land to the Europeans, on the same conditions as are contained in the deed of the Turakirae Block. The original deed of purchase of this block has been mislaid for some time past. The boundaries of the land ceded, according to a receipt for the last instalment of the purchase-money paid to the Natives on the 13th September, 1855, commence at the mouth of the Hurupi; thence following that stream, and from there on to the summit of the Aorangi Range; thence along that range to a point opposite a hill called Pukehināu; thence to Pukehināu; and thence to the Mangaroa Stream, and down that stream to its junction with the Paharakeke Stream; thence along that stream to the Ruamahanga River, and down that river to the lake; thence along the margin of the lake to the sea; thence by the sea-coast to Te Hurupi, the starting-point.

The western boundary along the lake is rather vaguely worded, and a large part of it is left undescribed—viz., the part along the river-boundary between the upper and lower lakes; and the portion that is described is made more obscure by the erroneous translation appended to the printed copy of the receipt in Turtons's "Book of Deeds," Vol. ii., page 458, which makes it appear that the boundary runs "through the lake to the sea," whereas it should read, according to the Maori version (which is the executed document), "along in the waters of the Wairarapa to the sea." Mr. Cooper, who wrote the receipt in Maori, translates the part referring to the lake-boundary after entering the lake at the mouth of the Ruamahanga River, as follows: "Then it follows the Wairarapa down to the great sea."

The Natives contend, also, in regard to this block, that the boundary of the land sold by them was the highest flood-line of the lake, and not the margin, as the deed appears to indicate, as the land below that line was then considered useless to the Europeans; and they assert that it was distinctly understood between themselves and Mr. Commissioner McLean that the boundary of the sold land was to be the flood-line, as they were very unwilling to dispose of any land that was likely to detract from the importance of their eel-fisheries. Considerable opposition was displayed by them on this point, and it was only on being assured that the sale of the block would not prejudice their rights that they consented to enter into the transaction.

The deed having been mislaid it is impossible to refer to it for confirmation or otherwise of the boundaries, and the only document extant is the receipt previously alluded to, coupled with the description contained in Mr. Commissioner McLean's letter of the 7th September, 1853, forwarding the deed of sale, in which he described the western boundary of the block to be the Wairarapa Lake.

The reserves made for the Natives within the purchase were—(1) At Whangaiwakarere, (2) at Pirinoa, (3) at Wakatomotomo, (4) at Okoura, (5) at Tauanui, (6) at Wakangenge, (7) reserve for Raniera te Iho, (8) reserve for Rihara Taka.

No fishing rights appear to have been reserved.

All these lands have been set apart.

The spit from Okourewa to Kiriwai was not included in the sale of either the Turakirae or the Turanganui Blocks.

#### THE TAUHERENIKAU BLOCK.

The sale of this block was effected on the 19th September, 1853, but the petitioners are mistaken in supposing that it abuts the lake; the nearest point on the boundary is about five miles distant. The block that is meant is one that is known to the department as "Owhanga." This block was purchased on the 23rd December, 1853, for £1,000, and includes the Oahanga Reserve, made in the Turakirae Block. The Natives allege that the boundary near the lake was the flood-line, but the deed shows that the northern end of the lake was included in the sale, the description being from the mouth of the Ruahine Stream to the Wairarapa Lake, and thence in a north-westerly direction to Owhanga, on the western side of the lake. This description includes a large portion of the upper end of the lake.

There was only one reserve in this block, at a place called Motupiri, containing 100 acres. This reserve was intended for a Native named Rawiri Piharau, but got inadvertently sold to a Mr. Vennell. Another reserve of 100 acres adjacent to Section 5, Tauherenikau, was offered to Rawiri, but refused, and subsequently 150 acres was purchased for him at a place called Te Pouawatea, which was also declined, owing to its being too wet for occupation. The claim, therefore, is still unsettled.

#### THE KAHUTARA BLOCK.

This block was acquired on the 5th December, 1854, for £650.

The boundary on the lake side is a straight line from the Ruahine (which formed the south-eastern point of the Owhanga Block, acquired the previous year) to Tuakipuku, a point at the junction of the Ruamahanga with the lake. Reference to the map furnished with this report will show that a line drawn between these two points takes in a large strip of the lake on that side.

The contention, therefore, now urged by the Natives that the flood-line was the boundary cannot be upheld, and another proof that this position is untenable is the fact that over two-thirds of the block comprised within the boundaries described in the deed of sale would belong to the Natives, a condition of affairs that could not possibly exist consistently with the terms of the deed. No reserves were made in this block.

3. "All these sales," &c., does not require answering.

4. "Only the dry land was sold in these sales; all lakes, streams, creeks, and lagoons being reserved."

This contention does not accord with the condition contained in the fifth paragraph of the deed of sale of the Turakirae and the Owhanga Blocks, and the third paragraph of the deed of the Kahutara Block. The aforesaid condition in the Turakirae deed is to the following effect: "Now, we have assuredly bade farewell to and forever transferred these portions of our ancestors' lands, descended from them to us—that is, we have transferred them under the shining sun of the present day, with its lagoons, lakes, rivers, waters, trees, grasses, stones, and all and everything above the ground and under the ground, and all and everything connected with the said land. The words used in the Owhanga deed are: "We have considered over the matter, and have greeted and bade farewell to and finally ceded this place of our ancestors, derived by us from them, together with all its rivers and branches, its lakes, its waters, its trees, its herbage, its inaccessible places, and its available places, and its inferior places, and all things, whether on the surface of the soil or underneath it, together with everything appertaining to that land." The wording of the condition in the Kahutara deed is to the same effect.

5. "The sales were in every instance to the high-water mark of the lakes, and not further, as the land below that mark was then considered useless to Europeans." This statement is not borne

out by the description of the boundaries of either the Turakirae, Owhanga, or Kahutara Blocks as described in the deeds of cession. It has been previously shown that both the Owhanga and the Kahutara Blocks include portions of the lake within their boundaries, and that the eastern boundary of the Turakirae Block was the margin of the lake. Further confirmation that the boundary of these blocks is the margin of the lake will be found in the applications made by the Natives from time to time to the Native Land Court.

There are a number of such applications; but the one sent in by Manihera Rangitakaiwaho and others in 1880, to have their claims to the northern lake determined, will suffice to illustrate the matter. The boundaries in this application commence at Tuakipuku (at the junction of the Ruamahanga with the lake); thence to the Waiaruhe a Tukairua; thence to Rurumoko, Puriri, Makakihi, Otekenga, Te Awa a Pohatu, Te Awatapu to Kahapahapa; up the Atuahae to Ahine-ngatira; and thence to Otairira, and thence to the lake; thence southerly to Wahangapohatu, Te Tipua, and on to Paporoporo, thence to Pekehonia, turning thence to Ruamahanga, and across to Tuakipuku, the starting-point. The most of the places named in the foregoing application are situated on the proper margin of the lake when not flooded; the only place where there is a short divergence is between Kahapahapa and the mouth of the Otairira Stream.

6. "In 1855 heavy earthquakes raised the land, and the lakes were lowered, leaving large strips of land between their borders and the previous high-water mark, which can be easily defined to this day by logs and other land-marks. The boundaries of the sales can also be proved by living witnesses." The evidence given at the inquiry relative to this allegation was very conflicting. Some of the witnesses testified that all the low-lying land between the margin of the lake and the flood-line had been raised, while others stated that it had only been raised in parts, and that the lake, when closed for any length of time, flooded the same extent of country as heretofore. The allegation is not clearly expressed, as it creates an idea that large strips of land on the margin of the lake have been reclaimed through the action of the earthquake, which is not the case, although it is generally admitted that some places were raised by its action; but the area upheaved in this manner is insignificant when compared with the extent of low-lying land in the vicinity of the lakes.

7. "Since the sales (meaning the sales of 1853) separate sales have been made by divers of the owners to the Crown of portions of the land inside the high-water mark—to wit, the sale of a block called 'Te Puata,' by Te Manihera and others, and other sales." The statement made in the foregoing allegation that lands between the margin of the lake and the flood-line have been sold to the Government subsequent to the sale of the Turanganui Block is correct. One of the blocks sold was known as Te Kumenga. This block is situated on the south bank of the Ruamahanga, chiefly to the west of the flood-line, and forms part of the tract of country included within the boundaries of the Turanganui Block. It was purchased in December, 1853. The Puata Block (also known as Te Taheke) was purchased in 1862. This block is situated at the confluence of the Ruamahanga with the Wairarapa Lake, and also forms part of the Turanganui Block purchased in 1853. Judging by the report made on this purchase by Mr. Commissioner McLean, it appears to have been conducted in a deliberate manner, and with the full knowledge of the locality it was situated in. These purchases strengthen the assertion of the Natives that the land below the flood-line and the lake was not previously sold, although apparently included within the boundaries of the Turanganui Block.

8. "In 1883 our title to the lakes was ascertained by the Native Land Court of New Zealand." The ascertainment of title to the lakes was referred to the Native Land Court in conformity with a suggestion to that effect contained in the report of the Native Affairs Committee in 1876, owing to the dissatisfaction which prevailed amongst a large number of Natives, who alleged that their right to the lake had been prejudiced by the action of some of their number in selling shares in it to the Government.

9. "In 1876, a chief named Hiko and sixteen others, is alleged to have sold to Her Majesty's Government certain interests in the lakes." The cause of the Government entering into negotiations with Hiko and others to acquire their interests in the lakes, was for the purpose of obtaining control over the opening of the lake, so as to enable action to be taken on all occasions to give an outlet to the accumulated water pent up by the periodical closing of its mouth, when the flooded state of the lake threatened to inundate land occupied by the European settlers. Government, however, found, after spending a considerable sum of money in acquiring certain interests, that the acquisition of these shares did not confer any authority on them to carry out the aforesaid intention.

10. It will be more convenient to deal with this allegation when answering No. 15.

11. This is in the same category as No. 10.

12. "The certificates issued to the owners of the lakes only include the lakes to the present high-water mark thereof—*i.e.*, the margin of the lake when the waters are not pent up."

In reply to this allegation, it will be sufficient to remark that the Court had no jurisdiction over the land beyond the margin of the lake, inasmuch as it was the property of the Europeans who had acquired it from the Government.

13. "The owners of the lakes are subjected to much annoyance and injury in their possession and occupation of the lakes by the River Board at Featherston and other Europeans at times when the waters of the lakes rise, trespassing on their property and forcibly entering thereon, and, against the will and consent of the owners, opening the mouth of the lakes, thus depriving the owners of their fishing and proprietary rights without compensation."

Touching the aforesaid allegation, the Featherston River Board claim authority to open the mouth of the outer lake, under the provisions of "The River Board Act, 1884," whenever the waters threaten to inundate the adjacent land, both the upper and lower lakes being within the boundaries of the South Wairarapa River District, as proclaimed on the 16th September, 1886. (*Vide New Zealand Gazette* No. 50, of 23rd September, 1886.) It is submitted, however, that the action of the Board is *ultra vires*, as no authority is conferred by the aforesaid Act, nor in the clauses of "The Public Works Act, 1882," that are incorporated with the River Board Act, as the powers of the Board are confined to the conservation, &c., of rivers, streams, and watercourses, and opening a lake does not come within such powers.

In 1889 the following clause was inserted in the Public Works Act of that year: "18. The powers conferred in respect of drainage under Part VIII. of the principal Act [1882] shall extend to and include the power of making, constructing, and maintaining an outlet to any lake or other body of water not *having a navigable communication* with the sea or any navigable river." It will be observed that the power conferred under this section only authorises the construction of a navigable channel, and does not confer any authority to open a lake, the property of private individuals held under a compact with the Imperial Government, for mere drainage purposes; nor does it confer any authority on the River Board to meddle in the matter. The County Council is the only local body authorised to act under the aforesaid clause, and the powers of the Council under Part VIII. of "The Public Works Act, 1882," prior to the passing of clause 18 of the Act of 1889, are, according to the subjoined opinion of the Solicitor-General, insufficient to deal with the drainage of a natural reservoir like the Wairarapa Lake.

In reply to a request preferred by the Native Minister on the 22nd March, 1888, as to whether any local body is vested with power to open the Wairarapa Lake to prevent its overflow upon the land of the settlers, the Solicitor-General gave the following opinion: "The only local body that has power to carry out drainage-works is a County Council acting under the authority of section 268 and the following sections of 'The Counties Act, 1886.' The power is to execute 'drainage-works of any sort,' but these must be taken to mean drainage in the ordinary sense of removing superfluous water from land for the purpose of improving it. It does not appear to me that altering a large natural reservoir like the Wairarapa Lake, which receives the waters of several large streams, can be said to be within the meaning of the drainage-works contemplated by the Counties Act. The question is, however, rather one for an engineer, as no particulars are given as to the extent or nature of the works it would be proposed to execute. All I can say upon the question as put is that there is a legal power to execute 'drainage-works,' but that, in my opinion, a work of such presumed magnitude and effect as draining a large lake was not contemplated by the Act."

With reference to the concluding portion of the aforesaid allegation, that the action of the River Board in trespassing on their property and forcibly entering thereon, and, against the will and consent of the owners, opening the mouth of the lakes, thus depriving the owners of their fishing and proprietary rights, without compensation

The complaint alluded to above is a justifiable one, inasmuch as the property on which the trespass is made belongs to the petitioners, and the interference with their fishing-rights is an infraction of the 2nd article of the Treaty of Waitangi, which guarantees to the Natives *the full, exclusive, and undisturbed possession* of their lands and estates, forests, fisheries, and other properties which they may collectively or individually possess, *so long as it is their wish and desire to retain the same in their possession.*

Both of the Wairarapa Lakes, and also the spit dividing the lower lake from the ocean, are the property of the Natives, and no disposition has been shown on the part of the owners, excepting in the case of a few individuals in 1876, to alienate any of these properties.

Before the River Board arrogated to itself a right to open the lower lake the settlers recognised the right of the Natives, and usually asked their permission to open it, besides paying them compensation for the concession; but the Board entirely ignores them, and will not even delay action for a short time until their fishing is over before allowing the flood-water to escape.

It is while the lakes are at their highest flood-level that the eels abound at the mouth of the lower lake, and are caught in large quantities by the Natives. A much larger variety of eels are obtainable during this period, and some of the choicest kinds can only be procured when the lake is flooded. The sudden opening of the lake by the River Board at such times allows large quantities of eels and other fish to escape to sea before the Natives have time to secure them, and this is the cause of their complaint.

The outlet to the lower lake usually becomes closed about the end of December, and remains closed till April, excepting artificial means are resorted to to open it. It was during these four months that the best fishing-season existed for the Natives, in consequence of the eels and other fish congregating near the outlet, waiting for the water to burst out, to escape to sea. It will be seen, therefore, that the action of the River Board in opening the lake before the fishing-season is over is a serious interference with the proprietary rights of the Natives.

The Native owners, recognising that the flooding of the lake and the inundation of the adjacent land is a great public inconvenience and loss, have consented to allow the Government, on certain conditions, to open the lake at the end of February; but it is possible that it may not be practicable to concur with the conditions on which the stipulation is based.

Many persons may probably not appreciate the importance of the eel-fishing to the Natives; but it has a parallel in English history, as not only the name, but a great part of the revenue of one of the richest abbeys and cathedral churches in England was derived from eel-ponds.

In the primitive state of life formerly led by the Natives the eel-preserves were the most important property they possessed. Eels were a favourite food with the Maoris, and a good eel-fishery like the Wairarapa Lakes is of as much value to them as the banks of Newfoundland are to those who deal in cod-fish. To European minds cultivation may seem a more important exercise of ownership than catching eels; but you may raise crops or depasture stock anywhere, but eels can

only be obtained where Nature causes them to be. Eels in olden times not only formed a large article of diet for the Natives, but they used to dry them in quantities and send them as presents to neighbouring hapus, receiving in return other kinds of food not generally procurable by the donors. It is only of late years that the possession of sheep and cattle has afforded them animal food of another description, and distracted their attention to a certain extent from their old pursuits of hunting and fishing, but, notwithstanding this, their eel-preserves will always remain a valuable property, more especially when the progress of settlement limits the exercise of their former pursuits to the remnant of the land retained by them.

14. "The Natives say that this is an unjustifiable proceeding, and one constituting an annoyance and grievance to them, and an unlawful deprivation of their just rights." This allegation is answered by the remarks on No. 13.

It will be convenient here to deal with allegations Nos. 10, 11, and 15, commencing with No. 10.

10. "Her Majesty's said Government, claiming under such alleged purchase (purchase of 1876, alluded to in No. 9), levied a Proclamation on the lakes under the Native Land Purchase Act, forbidding all alienation of or dealings with the lakes to any person or persons whomsoever other than the said Government." The Government were fully justified in pursuing this course, to prevent complications arising in connection with the acquisition of the lakes, should the Native owners desire to dispose of their interest, as it was a matter of considerable importance to prevent the possibility of private individuals acquiring an interest, as such acquisition would in all probability increase the difficulty in settling the lake question in a satisfactory manner.

11. "In 1881 Mr. William Fitzgerald, solicitor, appeared at the Native Land Court at Greytown and asked that the interest of the Government in the lakes under the alleged purchase (of 1876) should be apportioned off. The Court declined to do so, on the ground that the Government had not acquired any interests in the lakes or the soil, but had only acquired, if anything, the fishery-rights of seventeen individuals." This appears to be the correct position of the matter according to the opinion of the Assistant Law Officer, to whom the matter was referred.

15. "Also, that the fact of the Proclamation being kept upon the lakes unjustifiably and illegally prevents them from dealing with the lakes and their proprietary rights therein, as allowed by law to other Native subjects [and that such Proclamation is wrong and illegal in the face of the decision of the Native Land Court aforesaid], and that the claim of the said Government to any title in the lakes under the alleged purchase from Hiko and others aforesaid is wrong and illegal, inasmuch as the shares of the said Hiko and others not having been ascertained, the said Hiko and the others had no right to sell any interest in the lakes without the consent of the other owners of the lakes, and every one of them."

This allegation requires to be divided into sections to admit of it being answered clearly: (a.) Also, that the fact of the Proclamation being kept upon the lakes unjustifiably and illegally prevents them from dealing with the lakes and their proprietary rights, therein as allowed by law to other Native subjects. This assertion may be taken for what it is worth, as the Proclamation does not affect the matter, the Natives having established a rule amongst themselves that any person attempting to sell his interest in the lake should be fined £50, and it was this rule that terminated the negotiations for the sale of shares to the Government. (b.) And that such Proclamation is wrong and illegal in the face of the decision of the Native Land Court aforesaid. Clause 2 of "The Government Native Land Purchase Act, 1877," seems wide enough to cover the action of the Government in issuing a Proclamation over the lake. (c.) And that the claim of the said Government to any title in the lakes under the alleged purchase from Hiko and others aforesaid is wrong and illegal, inasmuch as the shares of the said Hiko and others not having been ascertained, the said Hiko and others had no right to sell any interest in the lakes without the consent of the other owners of the lakes, and every one of them.

The right of the Government to open the lake was referred to the Solicitor-General in 1888, and the following opinion was expressed by him touching the value of the seventeen interests acquired by the Government under the agreement of 1876: ". . . But the Crown has other interests, as to which there is no question. It has a declaration of title as to seventeen shares, and has purchased others. It is practically tenant in common with the Maori owners, so that, assuming the Crown cannot show any good title prior to 1876, it has a title in respect of these shares since the 14th of February in that year. . . ."

16. "Also, that they, the said owners, have a substantial grievance in that they have not been awarded a proper title to the land adjoining the lakes, up to their proper boundary—viz., the old high-water mark prior to the earthquakes aforesaid; and that Her Majesty's Government have wrongfully, and without any compensation to the Native owners, conveyed and granted to Europeans certain of the said land properly belonging to the said Natives." As regards the first part of the allegation—that they have not been awarded a proper title to the land between the lake and high-water mark—no application was preferred by the petitioners until fully ten years after the land was sold by the Provincial Government to private individuals, consequently the Court had no jurisdiction. With reference to the latter part thereof—that the Government have wrongfully, and without payment of compensation to the Natives, conveyed the aforesaid land to European settlers. The land was sold by the Provincial Government under the supposition that it formed part of the Turanganui Block.

17. "The Native owners are willing to come to an amicable settlement of the matter, and are willing to concede to the said Government, or their representatives, the right of opening the lakes whenever they flood beyond the proper Native boundary, but only so as to reduce the volume of water within the limits of that boundary, provided that such boundary be properly ascertained, and

legally fixed, and, if necessary, marked as well as possible by posts, landmarks, or other marks, upon condition that Her Majesty's said Government relinquish all claim upon the lakes and release the Proclamation thereupon, and release all claims in respect of any moneys paid in connection with any alleged purchases from Hiko or others as aforesaid." The offer made by the Natives to concede to the Government the right to open the lake whenever the flood-water extends beyond the boundary they claim to—*i.e.*, the old flood-line—is equivalent to nothing, because it practically means the submergence of all the low-lying lands now subject to be inundated by the flooding of the lake, and in no way removes the inconvenience and serious loss the settlers owning land on the margin of the lake are periodically subjected to through having their pasturage destroyed by inundation for over six months in the year. The approximate area affected in this way is about 28,000 acres.

Having reviewed and replied to all the allegations contained in the petition, I propose, for the purpose of further elucidating the matter, to furnish a brief history of the numerous transactions connected with the lake question from the outset; but to give effect, therefore, to this intention it will be necessary to supply an epitome of the principal events that have created the present complicated state of affairs.

In 1853-54 Government purchased certain blocks of land in the Wairarapa abutting the northern and southern lakes, subject to certain reservations of land for the Natives and the payment of 5 per cent. to them on the resale of such land to the Europeans.

In two out of four of the deeds bearing on these purchases the boundaries abutting the lake are very vaguely stated. According to the deeds and certain letters written at the time by the Land Purchase Commissioner, the Turakirae and Turanganui, the one on the east and the other on the west, were bounded by the lake. The Natives, however, contend that the flood-line of the lake was the boundary they agreed to, as they were unwilling to cede the adjacent low-lying land for fear of destroying the value of their eel-fisheries, which in those days were a valuable possession in their estimation. On being questioned now as to the reason why the lake in both instances is named in the deeds as the boundary, they assert that this is only the nominal one, as the Commissioner assured them that there would be no interference with their fishing-rights, as the low-lying lands subject to inundation were of no value to the Europeans. They point out now, in proof of their assertion, that some of the low-lying land in the Turanganui Block was sold subsequently—one parcel in December, 1853, and another, at the confluence of the Ruamanga with the lake, in 1862, and that both of these were distinct and separate sales, entered into deliberately, with the full knowledge that the land comprised therein was situated within the alleged boundaries of the Turanganui Block.

There does not appear to have been any trouble between the settlers and the Natives about opening the lake during the early occupation of the Wairarapa, as there was plenty of land available for pasturage purposes at that time, and it was not until some time after the former had purchased the land adjacent to the lake from the Government that a disposition was manifested to prevent these lands being flooded; but even then amicable relations existed between the parties concerned, and a right to release the flood-waters was always conceded on application and payment.

The first indication of the growing trouble relative to the opening of the lake appears in a letter from Raniera to Iho, in December, 1868, to Mr. Cooper, requesting that the arrangement made by the Government respecting their eel-fisheries should be confirmed—*viz.*, the understanding that was established in 1853 that no person, either European or Maori, was to open the lake, and if any one infringed this rule he was to be taken before a Magistrate and find £50. The lake was to be allowed to burst a channel for itself, but the hand of man was not to touch it; this rule was to be permanently observed for all time.

Mr. Russell, who acted as secretary to Mr. McLean in 1853, at the time the Turakirae and Turanganui Blocks were acquired from the Natives, when giving evidence relative to the lake question in April last, corroborated Raniera te Iho's statement relative to the penalty to be inflicted on any person opening the lake. His evidence on this point was as follows: "When I told Mr. McLean about the lake being opened by the settlers he said that any person who put a spade in would be fined £50, as any attempt to open it would violate his purchase, and break faith with the Natives altogether. . . . The opening of the lake has always been a vexed question, and the settlers have always paid for doing so; but the River Board has lately taken on itself to do so without recompensing the Natives. Mr. McLean told me that he had promised the Natives that the lake should not be opened."

In January, 1874, in consequence of the complaints made by the settlers that their pasture-land was being destroyed through the lake being closed, Mr. Wardell, R.M., was authorised by the Government to interview the Natives, and endeavour to obtain their consent to opening the lake. A meeting of the leading men was convened at Featherston, but the Natives declined to accede to the request.

In August of the same year, Mr. Maunsell wrote recommending the Government, instead of purchasing the Native fishery-rights, to acquire their rights to whatever land may be hereafter reclaimed from the lake. No action, however, was taken before 1875 to carry out the suggestion; and in the meantime a meeting of the landowners on the bank of the lake was held at Featherston in 1875, at which a resolution was passed to test the question of the right to open the lake by digging a channel for the water to escape. This resolution was forwarded to the Government, and, on the purport being wired to Sir Donald McLean, he replied that "The resolution of the settlers is simply preposterous, and cannot be entertained for a minute." He also suggested that Mr. Maunsell should be instructed to negotiate with the Natives about the lake. This led to Mr. Maunsell being authorised to extinguish the Native interest, and £1,200 was placed at his disposal for the purpose, but he was at the same time requested to make terms for a smaller price if it could be so arranged. Negotiations were, thereupon, commenced, and on the 14th February, 1876, a deed was executed by Hiko

Piata and sixteen others ceding all their rights in the lower and upper lakes to the Government for £800. A great deal of dissatisfaction was manifested by a certain section of the Natives at this transaction, which culminated in their forwarding a petition to Parliament to have their claims to the lake considered. The petition was referred to the Native Affairs Committee of the House of Representatives, who reported in favour of their claims, and recommended that application to prove their title should be made to the Native Land Court. This recommendation was acted on by the Natives, and on the claim coming before the Court at Masterton, in August, 1877, it was dismissed, owing to there being no survey-plan.

In 1877 the settlers owning land adjacent to the lake petitioned Parliament, praying that the lakes might be kept open, on which the Native Affairs Committee reported to the following effect: "That it appears that serious injury is caused to certain settlers by the yearly overflowing of the Wairarapa Lake, and that the grievance cannot be abated without infringing the fishery-rights of the Native owners, which are alleged to have been retained or preserved in the original deed of cession. The Committee suggest that their recommendation of the previous year relative to the Native claims should be acted on, and the inquiry expedited, so as to enable the grievance complained of by both parties to be settled with the least possible delay." No immediate action appears to have been taken, owing to the want of unanimity amongst the Natives, caused by the strong feeling that existed against the sale by Hiko and others in 1876.

In February, 1881, the Government applied to the Native Land Court to ascertain and determine what interest Her Majesty the Queen has in the Wairarapa Lakes. The application was heard in June, 1881, after a good deal of opposition from the Natives who had previously resented the sale of 1876, and resulted in the Crown obtaining an order for seventeen interests, which, according to the opinion of the Assistant Law Officer, were nothing more than fishing-rights. The advisability of taking the case to the Supreme Court was discussed, but it was considered desirable to let the matter remain as it was.

The Natives who were opposed to the issue of the orders in favour of the Crown for seventeen undivided interests in the Wairarapa Lakes caused action to be taken in the Supreme Court to obtain a *rule nisi* for a prohibition to the Native Land Court, on the assertion that no right existed, according to Native custom, to the soil beneath a lake, nor is the same recognised by Native custom as being capable of ownership. Mr. Justice Richmond, before whom the argument was heard, decided that the Supreme Court could not interfere with the Native Land Court upon any such grounds; but, supposing the applicants were right in their view of Native custom, there appeared to be no reason why the Native Land Court should not issue certificates of title to rights of fishing as tenements, distinct from the right to the soil, which would then be in the Crown.

A draft confirmation deed was prepared by the Assistant Law Officer in July, 1881, to be executed by the Natives, *quantum valuit*, showing that the land under the lakes was intended to be conveyed by the former deed (of 1876). This deed was never executed; but the plan endorsed on it supported the contention of the Natives that the land between the margin of the lake and the flood-line belonged to them. Another attempt was made by the Government in 1882 to purchase the remaining interests in the lakes, but the effort was frustrated, partly through the jealousy of the Natives who had not participated in the payment of the £800 to Hiko and others in 1876, and in a great measure to the fact that a large number of persons were likely to be admitted by the Court as owners. At a sitting of the Native Land Court held at Greytown, in November, 1883, after a great deal of opposition orders were made registering 139 persons as owners of the upper and lower lakes, and a certificate of title was subsequently issued in accordance with such order.

All these efforts to settle the question in no way abated the difficulty; consequently a further attempt was made in 1886 to bring matters to a conclusion, which resulted in Mr. Henry Bunny being appointed as a mediator in the matter. The cause of this attempt originated with a deputation of Natives, who waited on the Hon. Mr. Ballance, then Native Minister, to proffer certain terms by which a settlement of the lake question could be effectuated. The offer made by the deputation was to the effect that the Natives would relinquish two out of the four months which from time immemorial they had devoted to catch eels. The months they were willing to relinquish were April and May, retaining for themselves February and March. The Native Minister thanked the deputation for the offer, and urged on them the advisability of consenting to dispose of their interests in the lakes for a money payment and a suitable reserve in some other part of the Wairarapa. The deputation promised to consider the suggestion, and asked the Minister not to deal with individual owners in the meanwhile, until the whole of the owners had held a meeting on the subject and decided to sell.

Mr. Henry Bunny was appointed in 1887 to negotiate a settlement of the lake question, and held a meeting with the Natives on the subject, at which the following resolutions were passed by a committee: (a.) A Commissioner to be appointed by the Government to settle all troubles and disputes concerning the lake. (b.) The Commissioner and the committee to have full power to demand the production of all deeds, plans, and the attendance of any person or persons for the purpose of enlightening themselves upon any subject relative to the settlement of the lake question. (c.) The Commissioner and the committee to act together to make a true and faithful investigation. In reply to Mr. Bunny, who had forwarded the aforesaid resolutions, he was informed that the terms of such resolutions would be taken into consideration, and in the meantime, to facilitate the work, certain deeds and documents were forwarded for his information; but, at the same time, the Native Minister was of opinion that a meeting should be convened to discuss the lake question alone, under the 20th section of "The Native Land Administration Act, 1886." A further communication was subsequently sent him, in which he was notified that the negotiations respecting the Wairarapa Lake purchase were left entirely in his hands, but, before any final arrangements were made with the Natives, they must be submitted for the consideration of the Government. Piripi te Maari and others were also informed that the negotiations had been placed in Mr. Bunny's hands.



Nothing appears to have resulted from this attempt to settle the question, and on the Government being informed by Piripi te Maara and others, by letter dated the 13th May, 1887, that the committee of owners had decided that the lakes should be neither sold or leased to the Government or to any other person, it was decided that it would be advisable to withdraw from the negotiations, and Mr. Bunny was informed that no further expenditure would be sanctioned until the remaining unsold owners, or a considerable number of them, came to an agreement to dispose of their interests.

In September, 1887, the owners of the lake made another effort, through their solicitor (Mr. Pownall), to bring about a settlement, and a draft agreement was submitted for the approval of the Native Minister. The terms of the agreement were: (1.) That the Wairarapa Lakes, and the land beneath and adjacent thereto, the property of the Natives, should be released from the Crown Proclamation of the 27th July, 1881, and from any existing charge on it. (2.) That posts should be placed along the boundary of the upper lake. (3.) That, on the lake rising so as to inundate the land beyond such posts, the Government to have full power to cause the mouth of the lake to be opened, so as to reduce the body of water within the limit marked by such posts; but directly the water is reduced within these limits the lakes shall not be further drained. No action was taken in regard to this agreement, as it involved questions that were necessary to be submitted to the Law Officers and to Parliament.

In 1888 the Natives again interviewed the Government on the subject of the lake difficulty, but nothing eventuated, and the last effort to obtain a settlement of the question was by means of a petition to Parliament in 1890, but, owing to the time of the Select Committee appointed to inquire into and report thereon being insufficient to elicit the necessary evidence to enable the merits of the case being satisfactorily dealt with, a recommendation was made to the Government that the matter should be inquired into, with a view of assisting a future Committee in arriving at a decision, in consequence of which a Royal Commission was issued to me by your Excellency to make the requisite inquiries.

As this brings the history of the question down to the present time, I propose now to furnish a synopsis of the case, so as to place it as briefly before your Excellency as possible.

In 1853 land-purchase operations were commenced in the Wairarapa district, and four blocks of land were acquired in the vicinity of the upper and lower lakes—viz., the Turakirae, the Turanganui, the Owhanga, and the Kahutara Blocks, and it is out of these purchases that the present complicated and vexed question has arisen.

Nothing appears to have been done inconsistent with the contention that the Crown is the sole owner of the Turakirae, the Owhanga, and the Kahutara Blocks, but I propose to show that either directly or inferentially several actions inconsistent with that contention have been performed in connection with the Turanganui Block. This block, as it has been already stated, was acquired in September, 1853, but the original deed has got mislaid or lost, and there is nothing to rely on but a receipt dated the 13th September, 1855.\* This receipt sets out the boundaries of the land acquired, presumably the same as those described in the deeds of purchase. Mr. G. S. Cooper, who wrote out the aforesaid receipt, stated in evidence that as near as he could recollect the boundaries detailed therein correspond with those in the original deed. He further stated that the margin of the lake was deemed to be the western boundary of the Turanganui Block, and this statement corresponds with the description contained in Mr. Commissioner McLean's letter of the 7th September, 1853, that the lake was the western boundary, and presumably the margin of it. When the fact is fully considered that the Natives were extremely jealous of any interference with their fishing-rights, in conjunction with the promise Mr. McLean made to them that no one should open the lake, it would be inconsistent, therefore, with this understanding to suppose that the boundary was intended to run through the lower lake to the sea, as it has been recently contended it does, owing to an erroneous translation of the Maori copy of the receipt of 1855.

Mr. Under-Secretary Clarke, in his memorandum of the 29th October, 1874, to the Native Minister, states, *inter alia*, "I have gone over the boundaries of the land sold. . . . The purchase on the east side [of the lake] follow the west margin of the lake to the mouth, and then along the coast to eastward. Clearly, then, the dry strip of land and shingle between the outlet of lake [Okourewa] and Kiriwai has never been ceded. I submit, therefore, the Government cannot equitably claim a right to the lake, nor to any land which has since the cession become dry land through natural causes."

The acts referred to that are inconsistent with the contention that the Crown is the sole owner of the Turanganui Block are as follows: (1.) The purchase in December, 1853, subsequent to the purchase of the Turanganui Block, of a parcel of land on the banks of the Ruamahanga, known as Te Kumenga, at the northern end of the aforesaid block, and again, in 1862, the purchase of another block at the confluence of the Ruamahanga with the lake, also within the boundaries of the aforesaid block. Mr. McLean, when reporting on this purchase, alludes to it as follows: "Te Taheke (Puata) Block, purchased 21st January, 1862, estimated to contain about 3,000 acres, is situated on the Ruamahanga, at its confluence with the lake; is valuable for pastoral purposes. This purchase has settled many disputed claims among its owners, for three of whom reserves of 100 acres each have been made." (2.) The application made by the Government to the Native Land Court in 1881 to cause the interests acquired by or on behalf of Her Majesty in the estate (south lake) more particularly described in the schedule to the application to be defined at the next sitting of the Court, partially follows the flood-line of the lake, and includes a large portion of the low-lying land, the Natives contend was not comprised within the sale of the Turanganui Block. (3.) The preparation of a deed of confirmation to obtain the cession of the rights of the Natives over the aforesaid tract of land.

Touching the assertion made by the Natives that the western boundary of the Turanganui

\* A copy of the original deed has been found and attached to the papers appended hereto.

Block was the flood-line, Mr. Russell gave the following evidence before the Commission on the 27th April last: "In reply to my statement to Mr. McLean about the settlers wanting to open the lake because their land was flooded, he made use of the following expression: *It is impossible the settlers land could be flooded, because the land below the flood-line had not been acquired.*" And under cross-examination, Mr. Russell stated, "I am positive that Mr. McLean told me that he had not bought the land below the flood-line; but I am unable to account for the inconsistency of this statement with the description in the deed—that the boundary follows the margin of the lake." On re-examination he stated, "Mr. McLean said that the lake must never be opened; that the high-water line was the boundary of the Crown land. It was impossible, therefore, that settlers could be injured by the closing of the lake, as the land that was flooded belonged to the Natives. The land ceded to the Government was the dry land. . . . Consider that the sale of the Taheke (Puata) Block in 1862 is inconsistent with the contention that the whole of the low land in what is known as the Turanganui Block was sold to the Crown in 1853."

With reference to the deed of 1876, on which reliance is placed as conferring a right to open the lake, I would beg to submit that no such right is conferred\*. In the first place, the Government relied on section 42 of "The Immigration and Public Works Act, 1871," as conferring authority to acquire Native land; but the authority conferred under that section was to acquire for a specific purpose, which the acquisition of interests in the Wairarapa Lake does not come within the meaning of; and, secondly, clause 87 of "The Native Land Act, 1873," impliedly repeals the aforesaid section. All that has been acquired, therefore, is a certain number of fishing-rights, and some of these are of doubtful value. If the position is correctly stated the acquisition of these shares would not confer any right to open the lake at all, but more especially during the season while the other co-owners in the fishery were entitled to have their rights protected.

It has been urged that because Hiko Piata and a few other leading men were parties to the sale that consequently the interests acquired were of more value, and confer larger powers and authority than if the same shares had been acquired from persons of lesser rank; but the only difference in point of value would be, that some might have the right to fish in both lakes, and others only in one. It will be obvious, therefore, that all the Crown could have acquired was exactly what each of the signatories to the deed of 1876 possessed in his own right, and that the acquisition of such rights by the Crown did not confer on it any privileges beyond those the vendors had previously enjoyed themselves.

As regards Hiko's rights, it has been asserted that he possessed a paramount control over the lakes, and could dispose of them at his will; but this was not the correct position of the matter. Hiko, it was true, had a superior control to this extent: that he was the only person who could open the fishing-season in the lower lake; but on that ceremony being over his position was exactly similar to that of other persons of his own rank, and neither he or any of the others could or would think of performing any act that would operate detrimentally to the interest of those who possessed fishing-rights in the lakes.

To clearly elucidate the matter, it may be here observed that a New Zealand chief did not possess a sole right to the land, nor yet to eel-preserves or other food-producing places, which were even more common property if possible than land was amongst the hapu or tribe to which such possessions belonged. It has been clearly demonstrated by many authorities on the matter that there was a right of property in the soil not residing in the chiefs, but in them conjointly with their whole tribe, which they, the chiefs, could not alienate, because they were not the sole proprietors thereof, for, although they were the recognised authority for treating for the sale of it, they possessed no more than an individual interest, and, unless with the consent of the tribe, could not surrender any portion of those lands held in common by it, and this rule extended to all the proprietary rights of the tribe in all forms of property.

Touching the contemplated claim for compensation incidentally alluded to in the evidence stated before the Commission for not setting apart the reserves enumerated in the Turakirae deed, on the ground that these reserves, according to the terms of the deed, were reserved for all the persons interested in the land ceded, it is impossible to determine by the wording of the deed who the reserves were intended for, but the literal reading of the words used—"the lands reserved by us within the boundaries now sold are"—would mean that these lands were intended for the persons who executed the deed, and they consisted of four persons—viz., Maraea Toatoa, Hemi te Miha, Raniera te Iho, and Ngairo Takatakaputea; but it does not follow that these were all or any of the persons for whom the lands were set apart, as instances are known of reserves made under similar circumstances in other cases being intended for persons who did not execute the deeds of purchase.

Three out of four of these reserves were sold shortly after the sale of the Turakirae Block by some of the leading men of the party who claimed to own the particular parts reserved, and these sales were known of at the time, and no exception was made to them. It is too late now to revive questions of this kind.

It is respectfully submitted that the evidence taken before the Commission, and the research amongst the records and papers pertaining to the lake question, warrants the following conclusions:—

1. That it is doubtful, notwithstanding the Turanganui Block is described as being bounded by the lake on the western side, that this was the boundary agreed on between the Natives and Mr. Commissioner McLean, but that such boundary was merely placed there as a matter of form, and for the sake of easy description, and that subsequent acts of the Government point to the fact that the contention of the Natives is correct—that the flood-line was the actual boundary agreed on.

\* The invalidity of this purchase is supposed to have been cured by clause 3 of "The Native Land Acts Amendment Act, 1881."

2. That the contention of the Natives that the flood-line was the boundary of the other three blocks which abut the lakes has not been proved.

3. That the allegations contained in the petition that all lakes, streams, creeks, and lagoons were reserved in the deeds of sale of all the blocks abutting the lakes is not borne out by facts.

4. That the Natives are the undoubted owners of both the upper and lower lakes and the spit between Okourewa and Kiriwai.

5. That the rights acquired by the Government under the deed of 1876 are merely fishing-rights.

6. That neither the Government nor any of the local bodies are legally authorised to interfere with the opening of the lake to the detriment and injury of the fishery and other proprietary rights guaranteed to the Natives by a solemn compact with the Imperial Government, and that such infringement of their rights without their consent, or the payment of compensation for the injury done, is a grievous wrong, and contrary to the rights of property.

7. That, although the Native proprietors on the one hand are entitled to have their fishing and other rights in the lakes fully respected, they are not justified, while conserving their own interests, to allow the lakes to flood the lands sold by them to the Government, to the detriment and loss of the settlers who now own it, as the disposal of property by an owner implies that such owner will not allow anything to happen that may be reasonably prevented on the part of the estate retained by him, which abuts on the portion alienated to others, that will operate detrimentally to the interests of the person or persons to whom such portion was sold, or their assigns.

The following suggestions are respectfully submitted as a means of settling the difficulty :—

1. That an arrangement be made with the Native proprietors to obtain their consent to the outer lake being opened at any time after it has been closed for two months, or when it commences to inundate the land owned by the European settlers, such concession to be subject to an annual payment, or be finally settled for by a commuted amount, provided that the lake shall not be opened while the Natives are engaged fishing, and that due notice shall be given on all occasions of the intention to do so.

2. That such annual payment be obtained by levying a special rate on all the lands subject to inundation of not less than 1d. an acre. The chief objection that the Natives have to the frequent opening of the lake is that the eels have too many opportunities to escape to sea; but this objection could probably be obviated if a cement wall was built on the inside of the outer lake at the place where the channel is usually opened. If this suggestion is practicable, levels could be taken of the upper and lower lake and the lands adjacent that are liable to be flooded, so as to gauge the height of the wall, and the wall erected at a height that would keep the low land from being inundated, the local authorities to have the right of opening the channel on all occasions when the waters rise above the level of the wall. This plan, if adopted, would probably meet the requirements of all parties, as it would, on the one hand, protect the Natives against their fishery being destroyed in the manner that now takes place, and, on the other hand, it would prevent the settlers' land from being inundated. As an experiment, an inexpensive wall made of timber might be erected in the first place, to test whether the scheme would answer effectually for the purpose of preventing the eels escaping to sea.

3. That compensation be paid to the Natives for all the land in the Turanganui Block between the flood-line and the margin of the lake that has not already been alienated to the Government in the Taheke (Puata) or Te Kumenga Blocks; and, for the purpose of determining the amount of payment, that the land be assessed by valuers mutually appointed, or by any other fair method that may be advisable to adopt. The approximate quantity comprised within the area alluded to probably represents about 7,554 acres, and from this has to be deducted the area contained in the Kumenga and Taheke Blocks, leaving a possible quantity of about 4,000 acres to be paid for.

In undertaking a settlement of the lake question, it should be borne in mind that there is 27,692 acres on the margin of the lakes and the river that connects them subject more or less to be periodically inundated by the flood-water of the lake, for which over £12,000 has been paid by the purchasers to the Provincial Government of Wellington, and that the owners of these lands are entitled to consideration for the vexatious loss and inconvenience they are put to periodically through having their pasture-land destroyed and rendered useless for fully six months in the year by the inundation of the lake.

It is highly creditable to the settlers that they have put up patiently for so long a time with such a serious periodical loss without adopting extreme measures to relieve themselves from it; and I venture to express a hope that the effort now made to place the question in an intelligible shape will be the means of aiding a satisfactory settlement of a matter that has proved a source of annoyance to all parties concerned for a lengthened period.

On a question so peculiar, from the various circumstances associated with it, different views may readily exist, and arguments may be adduced by which other constructions than those I have suggested may be placed on the result of the several transactions connected with it; but, from the relative position of the parties, it may doubtless be hoped that the Government and Legislature will act in reference to the matter with that care and consideration for the interests involved which become a just and powerful body; and that a paternal Legislature, under the circumstances, will give the Natives the benefit of the most indulgent view of the matter in their favour, and that the final settlement of the question will prove the truth of that noble maxim, "That justice is itself the great standing policy of civil society."

In connection with this report, I beg to forward for your Excellency's information—(1.) A copy of the minutes of evidence taken at the inquiry held in April last; (2) copies of all the principal correspondence bearing on the question, as well as copies of all the deeds of cession pertaining to the several blocks out of which the present difficulty has arisen; (3) a plan of a portion of the Wairarapa district, on which the several purchases and other details are delineated.

All these particulars are humbly submitted to your Excellency's consideration.

Signed and sealed at Wellington this tenth day of June, 1891.

(L.S.) A. MACKAY, Commissioner.

#### WAIRARAPA LAKE QUESTION.—MEMORIAL BY THE SOLICITORS FOR THE NATIVES.

WE have the honour to submit for the consideration of the Commissioner, Alexander Mackay, Esq., a Judge of the Native Land Court, the following statement on behalf of the Native owners of the Wairarapa Lake, whose grievances, as set forth in their petition dated the 28th day of June, 1890, form the subject of inquiry before the Royal Commission constituted under the seal of the colony on the 11th day of November, 1890.

For the sake of brevity we propose to state in the following pages, in general only, what we conceive to be the effect of the uncontradicted evidence, documentary and oral, which has been produced before the Commission, referring to the evidence only where it appears to us material to take such a course, or where a conflict of testimony occurs which seems to call for a comparison. We commence by a historical summary of the incidents which have led to the position upon which the Royal Commission is appointed to report.

Prior to the settlement of these Islands by Europeans, sheep and cattle as food were unknown to the aboriginal race, who derived sustenance from several kinds of roots, birds, rats, and fish. Fish constituted the most important article of diet; consequently, whilst the lands in European opinion most valuable were frequently neglected, those spots which were renowned as fishing-stations were of supreme importance. The Wairarapa Lake was one of these.

The lake or lakes, for there are two together, cover an area of 24,590 acres when low, or extended over 52,590 acres when at their highest normal level.

As the whole question before the Commission turns upon the peculiarities of the lakes themselves, we propose to describe these from the evidence.

The usual outlet of the lake to Palliser Bay lies across a spit or ridge of sand shown in the plan, to which we crave leave to refer. This outlet closes during certain months of every year in consequence of causes which have existed from time immemorial. These causes may be described as follows: A perpetual struggle is now, and from time immemorial has been, going on between the ocean sweeping into Palliser Bay with great force in southerly weather and the various rivers and streams which find an outlet through the Wairarapa Lake, and thence through the sandspit before mentioned. The ocean piling great drifts of sand across the outlet, the waters of the lake, fed by numerous streams, constantly striving to sweep them away. During those months of the year when the rainfall is heaviest the fresh water keeps open the outlet of the lake; but during the summer and autumn, when the rainfall is least, and the streams fall, the current and volume of water in the lake is not sufficient to keep the drifts of ocean-sand from closing the outlet. The outlet closes, and the ocean rapidly strengthens the barrier. All through the dry months of the year the lake has no outlet to the sea, and continues closed until the confined waters rise considerably above the sea-level, and exert a pressure which ultimately breaks through the sand-barrier.

The evidence shows the foregoing to be the annual course of events. The period of closing sometimes commences in November, sometimes not until December or January, according to the seasons, and the lake continues closed until May; but the closing and consequent rising of the lake is an annual occurrence.

The value of the lake-fisheries depend upon the continuance of the closed period, as will be hereafter described.

When the lake is closed the waters gradually cover large tracts of low-lying and swampy lands, which are again left bare when the lake waters force their outlet to the sea. The height to which the waters of the lake rise does not vary from year to year unless on a rare occurrence of a heavy flood towards the end of the closed season. This overflow of the lake is not due to floods in the ordinary sense, but to the sand-barrier which has been described.

The lake abounds with various descriptions of eels, formerly the staple and now an important article of diet amongst the Natives, and with flounders. These fish are obtainable all the year round in the lake, and in the lagoons and streams along the margin; but the main fishery is in April and May, along the sandspit at the mouth of the lower lake, and where the lake is closed. At this season eels, in a good year, are captured by hundreds of tons and dried in great quantities and distributed throughout the entire North Island, the silver and other descriptions of eels being famed throughout the length and breadth of the Island. The fishing at the sandspit in the months of April and May derives its importance from the fact that at that season the eels in immense numbers come from all parts of the lakes, lagoons, and rivers inland, as it is assumed, for the purpose of depositing their young in the sea, or on the sandbanks. Finding further progress towards the ocean barred, they collect along the interior of the sandbank, and are easily captured in huge baskets set for the purpose. When the sandbank is artificially opened before the close of the season the eels disperse to sea, and the fishing is at an end.

## PURCHASE OF WAIRARAPA LANDS BY THE CROWN.

From a very early period the Crown made endeavours to acquire from the Native owners the valuable lands lying in the vicinity of the lakes. The Natives, however, as we are told by credible witnesses, refused to treat for the sale of these lands, fearing interference with their fishery.

About the year 1853 Captain Smith made a flying survey of the lakes; and subsequently the late Sir D. McLean, then Land Purchase Commissioner for the New Zealand Government, succeeded, in the years 1853 and 1854, in inducing the Native chiefs, or some of them, to execute deeds of cession to the Crown of four blocks of land respectively known as Turakirae (west side of lake), Tauherenikau,\* Turanganui (east side of lake), and Kahutara. These blocks are roughly delineated on the plan herewith, to which we crave leave to refer. They comprise, as will be seen on reference to the plan, all the lands contiguous to the lake, except certain reserves (of which more hereafter), and the sandspit at the mouth of the lower one, which has never been ceded to the Crown.

The copies of three of these deeds of cession—viz., Turakirae, Tauherenikau, and Kahutara—have been produced from Turton's "book of deeds," together with a receipt for final payment for Turanganui, which sets out the alleged boundaries; but the original deeds have not been produced, and, in the case of the Turanganui Block (the most important), the deed is stated to have been lost, and no copy is in existence. We have to remark upon these deeds that they do not in themselves throw much light upon the present inquiry so far as it attempts to establish with accuracy the question of the lake boundaries. So far back as 1853 accurate surveys were not attempted by Government, and the deeds of cession at that time generally contained but rough descriptions of boundary traced by sight from one physical feature of the country to another. The deeds which we are considering are no exception to the general rule of those times. There the boundaries on the lake side of the various blocks are described by such terms as these: "Running from point to point by or along the waters of the Wairarapa Lake." But, as surveys were not made until a later date, no attempt was made to locate the margin of the lake, and there are no plans upon the deeds. All that these deeds establish, therefore, is that the lakes and the sandspit at the mouth of the lake were not ceded to the Crown, and therefore, by virtue of the obligations undertaken in the Treaty of Waitangi, remain vested in the Native owners. Certain points connected with the deeds will be again referred to when we come to consider the merits of the claims made by the petitioners, merely remarking here that in the absence of accurate definition of boundaries the testimony of witnesses present at the sale, and especially of disinterested witnesses, must have great weight in establishing the intentions of the parties.

## SUBSEQUENT PURCHASES.

Since the date of the purchases to which we have just referred the Crown has purchased two pieces of land which were comprised within the area now claimed as having been acquired on the occasion of the first purchase of the Turanganui Block known as Puata and Kumenga. These were not reserved out of the land first sold. They were purchased from persons who had signed the first deed of cession. They are situated within the area now claimed by the Natives as below high-water mark, as will be shown on reference to plan. The Crown also purchased from two Natives reserves expressed to be set apart for the whole people in the Turakirae deed of cession.

It does not appear from the evidence that the tribe was consulted as to these sales, or participated in the profits; and the Natives who signed the deeds do not appear to have had any exclusive right to the lands sold by them, and participated in the first sale. It would certainly appear from the evidence that a fraud upon the tribe was perpetrated by the Natives who sold, and accepted by the Crown. According to a course of business which was in early days but of too frequent occurrence, and which has led to numberless disputes—namely, that deeds of cession were taken without proper inquiry into tribal rights from any individual or individuals amongst the Natives unscrupulous enough to take money for what did not belong to him or them, and supposed to be of sufficient influence to protect the purchaser in the acquisition of what was really stolen property.

## THE EARTHQUAKE.

A great earthquake occurred in 1855, which raised portions of the area of the lake previously under water—For example, the lands above described as Puata and Kumenga, which, as already stated, were subsequently purchased by Government, together with other spots now claimed by Government as within the area of the original purchases. The occurrence of the earthquake in matter of history, and traces of its effects are not confined to the lands which form the subject of this inquiry.

## DISPOSAL OF LANDS.

Soon after 1854 the lands around the lakes were surveyed, cut up, and sold to Europeans by the Crown through the Provincial Government. The sales comprising areas which are annually flooded when the lake is closed; which last, the Native petitioners allege, were never ceded to the Crown. The area thus disposed of, and of which the cession is disputed, is roughly estimated at 27,692 acres. The land within the disputed area is at present swampy, and, except where, as is alleged, the earthquake raised it, under present conditions capable of carrying only coarse swamp grass, and under water during the periodical closings of the lake. If the lake were artificially kept open, and the land in question drained, it might become of considerable value.

## HISTORY OF THE PRESENT DIFFICULTY.

For some years after the settlement of the lands around the lakes the settlers appear to have submitted without demur to the Native rights. The Wairarapa Lake allowed to close and open in

\* The Tauherenikau Block does not abut on the lake. The Owanga Block is the one meant.

accordance with natural conditions, and the Natives had no cause to complain of disturbance in the enjoyment of their fisheries.

So far back, however, as 1868 we have evidence of efforts on the part of certain settlers to influence the Government to compel the artificial opening of the lake, and protests by the Natives, as, for example, that contained in a letter addressed to Mr. Cooper by Raniera, dated the 30th March, 1868, which quotes the guarantee of protection to the fisheries, which the Natives allege was given by the Crown at the time of the sales.

In January, 1874, we have a letter from Mr. D. McLean, then Native Minister, instructing Mr. Wardell to offer as high as £200 to buy out any presumed claims the Natives may have to object to the letting-out of the water of the lake at times when it is so full as to take away pasture ground. This offer was made and declined.

Later in 1874 the Crown made an attempt to purchase the Native rights through the agency of Mr. E. S. Maunsell, then Government Land Purchase Agent. After negotiations Mr. Maunsell obtained fifteen signatures to a deed, dated the 14th day of February, 1876. That deed was perused by and received the direct approval of the Native Minister. That deed in its recital, proceeds as follows: "Whereas we, the undersigned, Native chiefs of the Ngatikahungunu Tribe, have held rights over the waters of the Wairarapa Lake, called Okourewa and Wairarapa, for the purpose of eel-fishing, which rights have been protected by the Government of New Zealand in so-much that Europeans have not been permitted to use artificial means to drain off into the sea the waters confined in such lakes. Now, therefore, in consideration of the sum of £800, for the purchase of such rights, and in consideration of an annuity or pension of £50, to be paid to Hiko Piata, one of us, we hereby surrender and convey to the Queen of England such eel-fishery rights and other rights, interests of any kind whatever which we claim to have in such lakes, *whether in land or whether in the waters thereof* between the lands already sold to Her Majesty," &c. This deed is known as Hiko's sale. It may be remarked here that, although Mr. Maunsell met with refusals to sign the deed from various persons whom he made journeys to see with a view of obtaining signatures, and although vigorous protests were made against the sale by several leading Natives, Mr. McLean accepted the deed as complete, and directed a Proclamation of the purchase to issue. The dissentient Native claimants were not, however, idle. They petitioned Parliament against the equity of the alleged purchase, with the following result, as recorded in the Appendices to the Journals of the House of Representatives, 1876, Vol. ii., I.—4, p. 17: "The Committee [Native Affairs] are satisfied, from the evidence taken, that the majority of owners of the lake have not joined in the sale, and they are of opinion that it would have been better that the title should have been investigated by the Native Land Court previous to the completion of the purchase. And the Committee are further of opinion that the petitioners, and any other Natives who may allege a claim, ought to have an opportunity of proving their title if they are able to do so."

The effect of this report of the Native Affairs Committee was to stay the hand of the Native Minister. The Proclamation was countermanded, and the rights of the Native owners were not further assailed than by the sale by the Crown of a valuable section of the lake marked on the survey maps as Section 44, which was sold to a settler in order to enable him to claim certain drift timber which from time to time collected against the promontory of the lake. So matters remained until 1882, when Mr. Gill (Under-Secretary, Land Purchase Department) applied on behalf of the Crown to the Native Lands Court, under section No. 6, "Native Land Amendment Act, 1887," for an order, and obtained one for the interests of seventeen persons in the Wairarapa Lake. Subsequently the Native owners applied for an order, and one was issued in favour of 138 persons, including those who had already sold to the Crown. The *quantum* of individual interest was not ascertained. We crave leave to refer to the order and the plan drawn on back thereof. The position was then, in 1882, as follows: namely, that 138 persons had been adjudged by the Native Land Court to be the owners of the Wairarapa Lake, and of these seventeen had parted with their interests to the Crown. This is the position as to title up to the present. The rights of the Native owners to the natural closing of the lake have, until the passing of "The Public Works Act, 1889," been continually recognised by the settlers, who submitted to the exercise of the Native fishing-rights, and, when the flooded period lasted long enough to threaten the destruction of their pastures, usually purchased the right to open the lake for a payment in money, trifling or large, in proportion to the progress of the fishery, £40 and more being occasionally paid for the right to open. In the year 1884 the district in which the lake is situated was proclaimed a district under "The River Boards Act, 1884," and a River Board was in due course constituted. This was an attempt by a side-wind to violate the Native rights under the Treaty of Waitangi, but for the time it was not successful, as section 74 of the Act was, upon competent authority, pronounced ineffectual to meet the case.

In the year 1889 a clause was introduced in the Public Works Act of that year to give the River Board the necessary powers. The Act itself was introduced at a late period of the session; and the clause—No. 18—destined to give the Wairarapa River Board power to violate treaty obligations, and of alleged exclusive application to Wairarapa, was never translated into the Maori language, as it should have been under Standing Order No. 366, which runs as follows: "Speeches addressed to the House by His Excellency the Governor, and Bills introduced into the House specially affecting the Maoris, are translated and printed in the Maori tongue for the information of Her Majesty's subjects of that race." The clause should have been put forward under Standing Orders 291 or 349 as a private, or, at least, a local Bill, and should have been attended in its passage into law by the formalities requisite in cases where the rights of individuals are promoted, or local interests threatened, and where those private or local rights are those of the aboriginal race, solemnly guaranteed by treaty and protected by Standing Order.

Since that date, in spite of protests, the lake has been artificially opened by command of the River Board. The Native owners threatened resistance, and the Native Minister, Mr. Mitchelson, promised that if they would submit Parliament should investigate their claims. A special Com-

mittee was appointed for the purpose in the year 1890, but being unable to complete the investigation, in consequence of lack of time, the Royal Commission was constituted, which is now in session.

From the foregoing history of the case, it will be discerned that the main grievances of the Natives against the Government of New Zealand are two, viz. :—

1. That, in consequence of the selfish and wholly unjustifiable pressure of certain European settlers, the Government, by which may be termed a fraud upon the Legislature, has deprived them of the fishery-rights solemnly guaranteed by the Treaty of Waitangi.

2. That the Government of New Zealand has wrongfully seized and sold a large area of land in and around the margin of the Wairarapa Lakes which the Native owners never ceded to the Crown.

We deal first with claim No. 1: The evidence adduced before the Commission shows that it is contended—(a.) That the pressure brought to bear upon the Government to legislate in violation of Native rights—was pressure by a few settlers living round the lake for protection against the periodical flooding of certain swampy lands (from time immemorial liable to be periodically submerged), which had been included in sales to them by the Crown. In this pressure the settlers were by no means unanimous, as several do still acknowledge the Native rights. (b.) That such pressure for legislative interference was wholly unjustifiable, as the inconvenience suffered by the settlers from annual overflow of the lake was one of which they were aware when the lands were purchased—in other words, liability to annual overflow was one of the natural incidents of the land. (c.) That the grievance of the settlers (if any) was such as in common justice, and in conformity with the safeguards provided by the Standing Orders of Parliament against legislative oppression, should have been redressed by a private or local Bill the several stages of which would have afforded opportunity to the Native owners to be heard in support of their rights, and to obtain compensation. (d.) That such grievance of the settlers was in no sense a grievance affecting the public meriting redress in a public statute.

We therefore conclude from the foregoing that the evidence supports the first part of claim No. 1—viz, that the pressure of the settlers was unjustifiable, except, of course, on the basis of full compensation and that the Government of New Zealand, by the manner in which it afforded protection to the settlers by passing section 18 of “The Public Works Act 1882 Amendment Act 1889,” perpetrated a violation of vested rights which we respectfully submit would not have been attempted had the interests of Europeans alone been involved.

The fishing-rights which are the subject of the alleged unjust infringement have been already described. The principal captures of eels, as has been pointed out, can only be effected during the season when the lake is closed, and after it has continued closed for a considerable period, as when the lake is rising some varieties of eels ascend the streams and drains in search, as is supposed, of fresh feeding-grounds, whilst when the lake is at its highest—usually in the month of May—vast multitudes of fish collect at the sandspit which bars the outlet of the lake to the sea.

We submit that the evidence adduced before the Commission absolutely establishes the fishing-rights, which includes and depends upon the rights to the natural closing and consequent overflow or rising of the waters of the lake.

As will be seen from the foregoing historical summary, the rights to maintain the natural closed period of the lake against interference is established by the following proofs which we will now consider at length :—

(a.) Deeds of cession of the Wairarapa lands bordering the lake: Three of these, namely, those ceding Turakirae, Tauherenikau, and Kahutara—have been produced by the Crown—the other, ceding the block known as Turanganui, has not been produced, and is said to have been lost. These deeds show that the lakes themselves were never ceded to the Crown. The boundaries of several cessions are very vague, as is indeed the case with all similar descriptions when lands were purchased before survey; but the Natives contend that the boundary of the cession expressed as “by or along the waters of Wairarapa” means by or along the waters of Wairarapa when the lake was at its lowest, according to the boundary now maintained by the Crown. In one of the deeds of cession—that of the Turakirae Block—there occurs a reservation of fishing-rights to the Natives in all streams, swamps, and lagoons, “until the same are drained by the Europeans,” and this particular deed of cession declares that the lands are ceded, together with all lakes, swamps &c.; but it is submitted that these expressions refer to certain ponds and streams within the boundary of the block, and not connected with the lake, and that the reservation only serves to show how important the Natives considered their fisheries, even when of comparatively limited extent, and so to support the contention that no sales would have been effected at all unless ample guarantees had been given for the preservation of what was considered at the time the only productive part of their property.

#### THE EVIDENCE OF J. P. RUSSELL, Esq., J.P.

The evidence of this gentleman, strongly supporting the claims of the Natives, is relied upon as of the utmost importance. Mr. Russell was clerk or secretary to Sir D. McLean (then Mr. McLean, and Land Purchase Commissioner to the New Zealand Government) at the time of the sales, and wrote out the deeds of cession. He was present at the signing of two of them—namely, those of Turakirae and Turanganui Blocks. He is entirely above suspicion of interests, and is a man of reputation and independent position. He has a property in the neighbourhood of the lake, upon which he resides. His evidence was unshaken by any circumstance or other testimony. The more important parts of his evidence given before the Commission are transcribed as follows: “There was a difficulty in getting Natives to sell on account of eel-fishing. They feared the opening of the lake would prevent fishing. The Natives would not sell for a long time on account of interference with their fishing, which would take place. Mr. McLean promised that the lake would not be opened till after fishing. I heard him promise this. On that understanding the Natives signed. I went to see Mr. McLean about the opening of the lake by white people. I was afraid of trouble between Natives and pakehas and went to see Mr. McLean. He (Mr. McLean) said ‘That cannot be allowed; you know my promise.’ He asked, ‘What do the white people complain of?’ I said, ‘The waters cover their land.’

He said, 'Impossible! as I only bought to high-water mark. The water can never come on Government land.' I spoke of the land (below high-water mark) being bought from Government. Mr. McLean said there would be no end of trouble over the land being sold without proper surveys. Mr. McLean said any person putting a spade in the lake would be fined £50, as it would violate the purchase and break faith with the Natives altogether. Mr. McLean himself spoke of the high-water mark.' It is submitted that the evidence which we quote is of the utmost importance for the following, in addition to the reasons already given.

The Maori at the date of the cession of the Wairarapa lands was in his primitive state. One feature of that state was that written instruments were almost unknown, and their importance as evidence and exclusive evidence of the terms of a bargain consequently unrecognised. They attached equal if not greater importance to the words of a person in authority uttered, upon a great occasion, in presence of the people, than to the writing which they were asked to attest by making a mark. European people, and especially those nurtured for centuries in the principles of the Statutes of Frauds—which makes writing the exclusive evidence of certain bargains—pay little attention to declarations at the time of a sale which are not made part of the instrument in writing. This difference in the habits and practice of the Maori and European must be taken into account when weighing the importance of Mr. McLean's statements as testified to by perhaps the only independent witness now living who saw and heard what took place.

It may be alleged that if Mr. McLean really guaranteed the Native owners in the full enjoyment of their fishing-rights that guarantee should have been expressed in the deeds, and that the Native owners should have insisted upon this being done. To this it is replied: That the deeds themselves show that the waters of the lake were reserved, together with the said spit at the mouth. That one of the most important deeds—that of the Turanganui cession—has not been produced by the Crown. That the Secretary to the Native Land Purchase Commissioner, present at the sale, testifies to the terms agreed upon. That the importance of the written instruments, and, still more, their exclusive effect, was not at that time recognised by the Native race. This last proposition is supported by numberless examples in dealings of the two races. That the testimony of Mr. Russell, before quoted, and of the deeds themselves, is supported by the subsequent conduct and admissions of both Mr. McLean himself and of the Native Department.

If it is not the case that on the cession of the Wairarapa lands the full enjoyments of the Native fishing rights was reserved, how explain. (1) The acquiescence in the Native rights by the settlers to the year 1889, a period of thirty-six years, during which period the lake was only opened by permission of the Natives when the fishing was at an end, or upon payment of an agreed sum of money as compensation; (2) the recognition by the Crown of the Native rights by the several attempts to purchase the same which have already been detailed, and upon which the Crown has expended £800 in acquiring the rights of seventeen owners out of 138 included in the memorial of ownership issued by the Native Land Court to the Natives; (3) the fact testified to by Mr. Russell, that when a meeting was held in Featherston to request the Government to open the lake, and Mr. Russell, as a Justice of the Peace, was called upon to preside, and transmitted a resolution to Government embodying the feeling of the meeting, he was sharply reprimanded by the Government for taking part as a J.P. in a meeting likely to cause trouble; (4) the grant of the memorial of ownership by the Native Land Court to 138 Natives as owners, according to Native custom, of the lake and the sandspit; (5) the report of the Public Petitions Committee of Parliament made after hearing evidence. We submit that these facts conclusively establish the Native right.

The second claim which is asserted by the Native owners of the Wairarapa Lake is that the Government of New Zealand have wrongfully seized a large area of land on the eastern side of the lakes which the Native owners never ceded to the Crown. The evidence which is relied upon to support this claim is that— (1.) The land ceded to the Government in 1853 was bounded by the high-water mark of the lake; this is supported by the evidence of Mr. Russell and others. (2.) That the Government have admitted this position at one point by subsequently purchasing from certain Natives land which, according to the boundaries now insisted on, should have been the property of the Government. These parcels of land have been already referred to. (3.) That the boundaries of the lake were altered in 1855, subsequent to the cessions, by the earthquake, which raised large tracts of land theretofore covered with water.

A sketch survey has been made, and the map has been put in evidence, showing the high-water mark of the waters of the lake. To this map we crave leave to refer. The boundary as laid off on this map is clearly distinguishable on the ground. This boundary is not insisted on as determining the boundary throughout its extent, but merely in places where the land has been proved by evidence to have been raised by the earthquake.

The land in the Kahutara cession is not claimed by the Natives.

The Native owners allege that their vested rights have been violated, and that consideration which would be extended to Europeans as of course has not been shown to them. They assert that, whether their claim to land be ascertainable or no, their fishing-rights include the right to flood acres of swampy land on the borders of the lake. They demand as of right as British subjects under the Native Rights Act, and, further, as parties to the Treaty of Waitangi, free compensation for the rights of which they have been deprived, or, in their alternative, their restitution.

There are other points raised by the evidence upon which we forbear to touch, such as the sale of reserves, &c.

Whilst fully acknowledging the patience, impartiality, and courtesy of the Commissioner, we have to express regret that the Crown was not represented by counsel, as the Commissioner was thus placed in the difficult position of having to conduct the case, summon, examine, and cross-examine witnesses on behalf of the Crown. We should have expected more consideration at the hands of the Government.

We are, &c.,

A. S. MENTEATH,

C. A. POWNALL,

Counsel on behalf of Native owners of lake.

10th June, 1891.



EVIDENCE TAKEN BEFORE WAIRARAPA LAKE COMMISSION, GREYTOWN,  
APRIL, 1891.

FORESTER'S HALL, GREYTOWN, 15TH APRIL, 1891.

Commission opened in pursuance with the *Gazette* notice. Commission read out.

Mr. Menteach appeared as Counsel for the Natives, and asked for as long an adjournment as could reasonably be granted in consequence of the absence of Piripi te Maari and others.

The Commissioner stated that he had also received a telegram from Piripi te Maari and others asking that the enquiry be adjourned till the 20th instant, to enable them to complete some business then under discussion before the meeting at the Wairoa, and as it was evidently impossible to proceed during their absence, proceedings would be adjourned till Monday, the 20th June.

GREYTOWN, MONDAY 20th APRIL, 1891.

Commission resumed. The majority of the Natives interested in the lake question having returned, the Commission was read out, and the parties invited to proceed with the business.

H. P. Tunuiarangi, on behalf of the persons present, stated that they were not prepared to proceed for the reason that Mr. Menteach, who had been engaged by them to conduct the case, was absent, and so was Te Watahoro, who had taken an active part in the matter. Another difficulty was that the people had only just assembled, and had not had an opportunity of discussing the best mode of conducting the proceedings, and as they were unaccustomed to an inquiry of this kind, they would be obliged if the Commissioner would indicate the best course to pursue, so that they might be able to conduct the case themselves in the event of anything interfering with the solicitor they had engaged doing so.

Piripi te Maari corroborated Tunuiarangi's statement relative to the cause that prevented them going on with the case. He asked that further proceedings be adjourned till to-morrow to enable them to discuss and arrange matters amongst themselves.

The Commissioner stated that as they were evidently not ready to proceed, there was no help for it but to concur with their applications and adjourn till to-morrow, but it was hoped that they would be ready to go on then. As regards the mode of procedure and the nature of the evidence required. The matter for inquiry before the Commission was confined to the allegations contained in the petition, and what was needed was that evidence should be produced in support of and against such allegations to enable a correct view of the circumstances being formed.

Proceedings adjourned till Tuesday, the 22nd instant.

TUESDAY, 22ND APRIL, 1891.

Commission resumed at 10 a.m.

Te Watahoro (J. A. Jury) explained that they were not yet prepared to go on with the inquiry owing to Mr. Menteach not having arrived, but they had received a telegram from him to the effect that he would arrive by the morning train, they were therefore impelled to ask for an adjournment till 2 p.m. to enable them to gain time to discuss the question with their solicitor. Adjournment granted.

Commission resumed at 2 p.m. and adjourned till 3 p.m., at the request of Mr. Menteach, to give the Natives time to discuss several matters relative to the proceedings before the inquiry. Adjournment granted.

Commission resumed at 3 p.m.

Mr. Menteach explained that he was not yet ready to proceed owing to Mr. Pownall's absence, as he had been employed getting up the case, and had all the papers on the subject; he would therefore have to ask for an adjournment till to-morrow. Application granted on the understanding that this would be the last adjournment asked for.

Proceedings adjourned till Wednesday, the 23rd instant.

WEDNESDAY, 23RD APRIL, 1891.

Commission resumed at 10 a.m.

Mr. Menteach appeared and stated that, owing to various circumstances, matters had not progressed so favourably as anticipated, and he had to announce that they would not be prepared to go on during the forenoon. The Natives were now holding a meeting to discuss matters, and he hoped that it might lead to something definite being accomplished by 2 p.m.; he was therefore unwillingly compelled to ask for an adjournment till then. Adjournment granted.

Commission resumed at 2 p.m.

Mr. Pownall addressed the Court on behalf of the Natives, and indicated the course he proposed to pursue in conducting the case.

*Piripi te Maari* (sworn): My name is Piripi te Maari, and I am an owner of the Wairarapa Lake. I know of the sales that took place in the year 1853. Turakirae was the first sale to the Government. It was made in 1853. I know the boundaries. Have them described in a book. The information was copied from other papers, and some of it is written down from my own knowledge. [Witness read out the boundaries.] Commencing at Turakirae, Orongorongo up that river to the source, thence turning to Mangatamahine, thence to Ngapaiaka, thence to Haututu, thence to Ngapewa, thence to Te Aka a te rangi, thence turning eastward, thence to the Rere o Mahanga, thence to the Toko a houmea, thence to Otaura, thence to the Taukati, and thence down that stream to its mouth at the lake, thence to Kiriwai to the sea, and on to the starting-point at Kiriwai: the lake boundary was the high-water mark. After the sale an earthquake happened, and raised the land on the margin, leaving a strip of dry land along it. The other sales, three in number, were all bounded by high-water mark. The Turakirae and Turanganui sales took place before the earthquake. The upheaval of the land along the margin of the lake has left a strip of

dry land. The Government have sold this land to the settlers. No title was issued to the Natives to the strip of land alluded to. Do not know that the Natives have sold any of this land. Heard of the sale of the Puata and Te Taheke to the Government; this land is situated on the land raised by the earthquake. The boundary of the flood-line can be seen by the drift left by the water. There is a distinction between the high-water mark of the lake and the flood marks. There is good land between the old and new margin of the lake, hence the reason why the Europeans are anxious to have the lake kept open. The reason why the sale of the land was confined to high-water mark was because the fishing-places belonging to the Natives were situated on this part. There is a large extent of good land between the high-water and low-water mark. All the lagoons and creeks, &c., were reserved by the Natives. I know the names of the reserves that were made: Hinakitaka is one; Kiriwai was another place, but that was reserved by us; Te Patungaamatangi was another, but it has not been made; Matarua to Pakaiahi was another place reserved for us; Waiorongomai was another; Owhanga to Otaiura was another reserve. Do not know of any reserves in the Tauherenikau Block. Think there was a reserve in Kahutara, but am not certain. All the reserves in the Turanganui Block have been made. Raniera te Iho's reserve was made in the Turanganui Block. The land, when granted to Raniera, was by the old high-water mark; there is 900 acres probably outside, between the river and the present margin of the lake. I was at the Court in 1882, when the title to the lake was before it; I was a witness on that occasion. Our application was that all the land up to the old high-water mark should be granted to us. The Court, in issuing our title, did not grant the part we claimed. I was asked by the Judge to point out the boundary of the high-water mark, and all that he remarked was that the place I indicated was at a distance from the boundary of the lake on the high ground. Was not aware that the strip of land along the margin of the lake was left out of our certificate until some time afterwards. Am not aware that there is a Proclamation over the lake forbidding any disposition of it excepting to the Government. Heard of Hiko and sixteen others selling their interests to the Government. We were not asked to join in the sale to the Government, because at that time I and others were members of a Committee who were averse to selling. Do not recognize the right of the Government. Have not received any compensation from the Government for parts sold to Europeans. Have been annoyed by people going to open the lake. The Road Board has opened it on several occasions down at the mouth. Peter Hume, one of the settlers, used to open the lake of his own accord without our permission. We notified in the newspapers that people were not to open the lake without our permission. Government asked us not to resist the River Board in opening up the lake. We asked in our petition that we be compensated for the loss sustained.

*By the Commissioner:* I did not take an active part in the Turakirae sale; was a young man at that time. I heard that the reserves in the Turakirae Block had been sold to the Government by Raniera te Iho and others. The Turakirae Block was sold in 1853. The reserves were made for all the people, but were afterwards sold by one or two persons. Cannot explain, if we retained our eel-fisheries below high-water mark, why a condition was inserted in the deed giving us a right to catch eels on all land not drained by the Europeans. Am not aware that part of the land comprised in the Taheke Block was the only land on the margin of the lake that was raised by the earthquake; other parts were raised as well. There are two boundaries to the lake; the margin of it is one and the high-water line is the other. If Manihera stated that the sale of the blocks were bounded by the margin of the lake, he was a deceitful person, because he always maintained to the contrary in the presence of the Natives.

*By Mr. Pownall:* The high-water mark caused by the flooding of the lake is different from the flood-mark made by the flooding of a river. I do not recognise the right of one or two persons to sell the reserve in the Turakirae Block. The banks of the lake on both sides were affected by the earthquake; part of the reclaimed land was afterwards sold to the Government. Logs and other drift matter were lodged on the land by the flood-waters of the lake. The earthquake upheaved the land along the lake and reclaimed a large strip on its margin. The Taheke Block was part of the land upheaved by the earthquake in 1853.

Commission adjourned till 10 a.m. of the 23rd instant.

THURSDAY, 23RD APRIL, 1891.

Commission resumed at 10 a.m.

*John Alfred Jury* (sworn): I live in Greytown. Have been acquainted with the Wairarapa Lake since I was a youngster—probably about eight years old. Lived first at Te Kohai, Mangatete, and Te Akamangu. These places were in close proximity to the lake; the most distant of these places would be about three-quarters of a mile off. Pukepukeonetea was another place that I lived at, also Te Tirohanga; lived at the latter place with Rawiri my uncle. Was living at Kaupeka-hinga and Ngapuke when the Turakirae and Turanganui sales took place. Was at a place called Jury's Island in 1855, when the earthquake took place. When the lake was closed in the summer season we used to live at Te Kohai and other places near the lake for the purpose of fishing before the earthquake, and also afterwards. The earthquake of 1855 was the heaviest one that I have ever experienced or heard of. It was the cause of drying up one of the lakes. The Kohai Stream was a deep one at that time. To the westward of Tainoku and on to Te Akamangu was all covered by water before 1855, but after the earthquake these places became dry land. Pukepukeonetea was a place that was under water before the earthquake. Kahutara was a part that was also covered with water, but a great deal of land has since been reclaimed. Tawhitikahu was the place the water used to reach. From Makakahi to Oporua was another part that fixed the high-water mark. Mapunatea was another place that was covered before 1855. I do not know what the part about Taheke was like before 1885, but have been told that this locality was upheaved by the earthquake. All the other places that I have named I know personally of the

changes that took place by the action of the earthquake. Was told by the people that the sales of Turakirae, Turanganui, Kahutara, and Tauherenikau were made before the earthquake. I can point out on the ground the places along the boundary of high-water mark from my own knowledge; others I can point out from description. In some places the distance is considerable between the old and new high-water mark. The excessive flooding of the lake we called Hinurangi; these floods used to cover all the land for a considerable distance, extending as far as Martinborough. These floods were caused by heavy rains. There were also smaller floods caused by heavy rains; the seasons that these floods happened was when the rata and kohai were in bloom and also the flax. The Hinurangi flood was caused by the heavy rains. This kind of flood used to burst open the lake if closed. If the lake was closed in the month of January, the accumulation of the water in the lake would flood all the low-lying country as far inland as Ngapaiaka. The lake after reaching this point would burst out at the mouth in the course of a day or so. There are two kinds of floods in the lake; one is caused by the heavy rains, and the other is caused by the mouth of the river being closed. The summer floods are caused by the closing of the lake in January and on to March. The lake closes at other times, but it does not flood so frequently now since the Europeans have been allowed to open it. The Europeans used to object to the lake being left unopened, and petitioned Parliament about it. Cannot say when the Europeans first decided that the lake should be opened, but think it was about 1862. The Europeans used to pay the Natives to be allowed to open the lake. The origin of this was through Mr. McLean telling the Natives—so I heard—that if any Europeans attempted to open the lake that they should pay from £50 to £100. The Pakehas used to make their own terms, but if they wanted to open at certain times that were suitable for fishing eels—viz., from January to March—the Natives would not consent because they obtain several kinds of eels at that time; also flounders and other fish. The importance of the lake to the Natives was the fish that was obtainable—such as eels, flounders, white-bait, and kokopu. They also procured ducks and paradise-ducks. These are the description of food we used to procure from December to May. The hao, te heko, and kokoputuna description of eels could not be caught until the lake was closed, and then these were obtainable only at the mouth; the other kind could be got at any time. As the flood-water from the lake ascended the creeks, the Natives placed their baskets in these creeks; but, on the water rising above a certain level, the hinakis were of no service. After this the system followed was to make dams to catch them. The Natives only go now to catch eels within the line of the old high-water mark. While they were fishing for eels they did not use other food except birds and fern-root. Large quantities of the kind called te hao and kapakopako were dried and stored for several years, two and three years together. The whitebait and kokopu were also dried, and kept for several years. Fern-root and korau were also dried for the winter months. It was owing to the advantages alluded to that the Natives did not desire to dispose of the lake and the fishing rights pertaining to it. At the time the sales were made, the Natives were unacquainted with the use of sheep and cattle as food. The hapus who need to procure eels from the lake were: Ngatihineraumoa, Rakaiwakairi, Ngatirakairangi, Ngatihemingi, Ngatihinetauria, Ngatimuretu, Ngaitukoko, Ngaithangarakau, Ngaitahu, Ngaitaneroa, Hamua, Ngatimoe, Ngatimahu, and the other hapus at a distance used to receive presents of dried eels from the hapus in the Lower Valley. Used to send presents also to Napier and to Natives in the Wellington District. I know of some places on the west side that my uncle Rawiri used to fish at. Te Awa Kokoputuna is now dry, and so is Mangapatiki, where the Natives used to eel. Have seen other hapus fishing on that side of the lake at Te Orepu, beyond Kaupekahoumia. After the earthquake a great many of the old fishing-places were dried up and rendered useless. I know the position of the high-water mark in many places. Another place that was famous for eels was at Pounui. There was a pa there called Kakaimakatea. The high-water mark in that locality was at Taupahi and on to Te Rae o te Hiha. I heard of the sale of the Takeke (Puata) Block from Te Manihera Rangitakaiwaho. The negotiations were commenced at Napier. The sale was to the Government. It was in the Turanganui Block, but was not sold. The completion of the sale was made here. I conducted the Wairarapa Moana case for the Natives in the Land Court and Mr. Gill acted for the Government. The plan on the certificate does not correspond with the boundaries of the land that we claimed. The Court stated that it had no authority to issue a title for the land extending to high-water mark, and would deal with the lake only. The Natives desired to withdraw their claims on finding that the land inland of the lake could not be dealt with, but owing to Paraone Pahoro allowing his claim to stand the others were forced in to the Court. At the time Hiko and others sold their rights to the Government; the other Natives petitioned against the sale in 1876. The Parliamentary Committee, who dealt with the petition, considered that the petitioners had a grievance. After Sir George Grey and Mr. Sheehan met the Natives at Papawai, and suggested that they should lay down a basis of operation on which the lake question might be settled. We requested Mr. Sheehan to send a surveyor to fix the position of the high-water mark, but nothing was done. Mr. Ballance came afterwards, when he was Native Minister, to Wairarapa to see the Natives, and suggested to them that they should come to some terms in the matter; and afterwards Mr. Bunny, senior, was sent to arrange with the Natives. Mr. Ballance suggested that the Natives should surrender the lake to the Government for a certain area of dry land; another proposal was to sell the lake to the Government, certain fishing reserves to be set apart for the Natives, and the right of fishing reserved to them only; another was to lease the lake to the Government; another was to give full control to the Government to open the lake, and the money paid to Hiko and others would be cancelled. None of these offers were accepted, because the Government would not consent to have the land surveyed up to high-water mark. In Mr. Mitchelson's time we went to Wellington to see the Government to request that some action be taken to settle the matter by referring it to a Court. The cause of this was that a great deal of trouble existed through the River Board interfering with the lake. The persons appointed to interview the Minister with the Natives were Mr. Buchanan, Mr. Carroll, and Mr. Menteath, self, Piripi

te Maari, Aporo, Tunuiarangi, Tamati te Apatu, H. K. Taiaroa, Hoani Taipua, and others, were the persons who formed our party. The Native Minister said that the Natives had no right to the lake at all. He described the sale of the Turanganui Block as coming through the waters of the lake to the sea. The Natives, in reply to this statement, asked why the Government did not claim up to that boundary when the Court sat. The Natives were exceedingly grieved on hearing this statement of the Native Minister that they had no right, and this led to them employing a solicitor to look into their case. We were advised to send a petition to Parliament and have a Commission appointed. I have heard the terms of the sale of the Turakirae Block from the old people. I know of the reserves that were promised to the Natives. When the block was under negotiation the Natives demanded £3,000, but the Commissioner declined to accede to this demand. He offered them a lower sum and certain advantages, such as hospitals, schools, &c., and pensions for the elder chiefs. Pounui te Matarua was one of the reserves, Waiorongomai was another, Owakau another; another was on the coast at Hinaketaka. The block was sold by three men only; the majority of the people did not agree. Hiko and others held aloof. The people who sold were: Hemi te Miha Ngairo and Raniera te Iho; the others were women. Mr. McLean, on finding that the majority would not join in the sale, said that reserves would be made in the interests of all the people. These reserves were not made. Some of the 5 per cent. was paid. A mill was also given and medical services were also supplied. The pensions that were promised were never paid. Hiko got a pension in after years, but that was through the sale of the lake, and Raniera te Iho's pension was through the sale of Turanganui. I can describe the boundaries of high-water mark in places. (a) Te Rai o te Hiha e taupahi, the end of the Awapuni; (b) Kakaimakatea, the end of the Awapuni in that locality; (c) Matarua Bush, to the east of Pounui was another. The taupahi at the Rae o te Hiha extended to the Taumata Kaiwharawhara at C. Pounui, to the east of that stream, was another taupahi. At the part to the east of the high water-mark was a swamp in the early days, but is now dry land, and covered with bush. The Awa Puni used to extend to the Matarua Bush. There is no change taken place between Matarua and Pekehounia. From Te Koangaumu the land has been dried. No change has taken place from the point beyond Te Koangaumu (F) to Tauwhare-ratanui (O); from there on to Ohaunui, and to Manuka (H), the Tohu o te Awapuni has changed by the land having dried. There are two causes why these places have become dry ground: the earthquake was one reason, and through the settlers making drains. The land is flooded now, but not as in former times. The places on the east side of the lake within the Turanganui Block commence at Okourewa (1). From there to Turanganui (2) there is no alteration in the position of the old high water-mark. Do not know where Rautoka is situated, except that it is near the ferry at Te Upoko-kirikiri. From Turanganui to Wakahauhau, and thence to Otunuku, used to be all covered with water. (3) Makahauhau is a taupahi; Otunuku is also a taupahi (4). Formerly all that country was flooded by the lake, but now it has become dry, and is only occasionally flooded. This is partly due through the earthquake and partly through being drained. From Otunuku to the west of Okoura the line of the Awapuni at Tauanui is to the west of that place. Beyond Okoura (5) is Otamata (6), a bush. The flood reaches into that bush, and has always done so. Matainoke (7) is the next place where the flood-line reaches. (8) From Matainoke to Ngapiaka was all covered with water formerly, but the inland part has become dry through being filled up by the silt from the Ruamahanga River, and also by drainage. From Te Kumenga to Te Takeke was raised by the earthquake, and is only slightly flooded now. This is the part sold to the Government by Manihera and others. Te Kumenga (9) on to Tuakipuku (10)—there is no place called Tuakipuku elsewhere along the lake to Taheke (11), Ngakiore (12), Waiohai (13). Te Here o te Koreke (14) is on the banks of the Ruamahanga. Te Rere (15), near Kohunui, is beyond the Tohu o te Awapuni. In the Kahutara Block, from Te Kohai, near the bridge, up to Hinepare to Okoura, up to Otaupuaroro, was all flooded formerly. I am familiar with that part because I was in Mr. McMaster's employ. Used to go to fetch in the cattle when the flood was on. When the country was flooded only the peaks of the sand-hills were visible. The land was raised by the earthquake, and only the lowest parts are now covered. The country was flooded through the overflowing of the Mangatete and other streams. When a flood happened in former times all this part of the country was covered with water, but that is not the case now. This is partly caused through the inland streams and lakes being drained. Another cause is that the Wairarapa Lake is filling up. Kaihau and Tawhiti Kahu were places the flood-line reached formerly. The mingi scrub used to get covered. Now the water only just covers its roots. Cannot explain why this locality is not flooded so heavily now as formerly. From Mangatete to Te Kohai is flooded as badly now as formerly. From Te Taurapa to Tauanui is not flooded now. This part has been sold to the Europeans, Otehekenga is a small lake: this is being filled up by the Tauherenikau. The Tohu o te Awapuni, on the Kahutara Block, were the sand-hills known as Kirihau and Tawhitikahu. In the Tauherenikau Block the high-water flood-line used to reach to Pukepukonetea (16). Part of this locality is now dry. The flood-line is further off: this is through the Tauherenikau filling that place. The Opaka Bush is still flooded by the lake, also Te Rakai on to Koreromairangi. These places have always been flooded. Te Mangaroa has become dry land, probably through being silted over by the mud from the lake. Te Ruakokoputuna has been made dry by drainage. Part of Featherston is in the Kaiwaewae Block and the other part in Tauherenikau. Heard of the sale of the Kaiwaewae Block, and that it included the upper end of the lake. The cause of this sale was through a dispute between Rawiri, Piharau, and Mr. Lucena. Rawiri claimed the place as a reserve made in the Turakirae Block. Rawiri wanted the rohe of the Owhanga Block taken round by the margin of the lake to Otairira, but Mr. McLean suggested that the line should go across to Owhanga on the opposite side. Rawiri was averse to this, but Mr. McLean assured him that it would not interfere with the reserve at Owhanga. Owakau is above. In former times along the coast towards Turakirae it was very difficult to travel because of the tide, but after the earthquake it was possible to travel at all times. I merely give this as an illustration. When the sale of Turakirae took place

the Natives wanted the boundary fixed at Turikapou, so that they might retain their old fishing-ground. The spit from Kiriwai to Okourewa has not been sold. If Hiko included it in his sale the Government would have a right to it, but it was stated that the Government only acquired the fishing-rights of Hiko and others. The reason why the Natives did not insert a description of the boundaries claimed by them was because they were afraid that it would be the means of having their claims dismissed.

Commission adjourned till the 24th instant.

FRIDAY, 24TH APRIL, 1891.

Commission resumed at 10 a.m.

*Duncan McMaster* (sworn): I live in the Lower Valley. My property is close to the lake. Have lived there for many years. It has been necessary to open the lake at different times to release the flood-water. The Natives were always consulted before the lake was opened. It was usually in the summer months that we consulted the Natives, because it was their fishing-season. Money was usually paid to them by the settlers to induce them to consent. It is possibly about seven or eight years since this practice commenced—after the Native Committee was formed. From £15 to £40 were the amounts paid. The amounts varied according to circumstances. Some years, when the lake was full and the end of the fishing-season was near, the amount paid was less than on other occasions if the lake was not so high and the fishing-season had not commenced. Do not remember any occasion when the Natives consented to the lake being opened when they were engaged fishing. I have a faint recollection of the earthquake of 1855, but was very young then. Could not describe the effect it had on the land adjacent to the lake.

*By Commissioner*: I do not know what arrangements were made before the period I alluded to, but the lake used to be opened occasionally by the settlers. I used to assist on such occasions, but cannot say whether any money was paid. If any arrangement was made it would be made by either Mr. Hume or Mr. Mathews. The earthquake took place in 1855, I fancy, but cannot speak positively, as I was only a youngster. I suppose that it was after the land was raised that parts of it became improved. Have heard that before the earthquake the lake was much deeper. I know that a place called Hikurangi, in the Tipua Block, was raised after the earthquake. Remember riding over the land with my father, and noticing the change. Have not seen the whole of the Tipua Block covered with water of late years, but I know from traces of drift-timber being left on the top of the sandhills that the floods were much higher in former years. January was the month the lake used to close, and it frequently remained closed for four months. I think it has closed as early as September in some years, but could not name any year when it took place in that month. I am not acquainted with any other part of the country bordering the lake excepting about the Tipua Block.

*By Mr. Pownall*: I do not mean it to be inferred that no negotiations took place before 1883, but that I do not know of any such arrangement. I think that Mr. Mathews and others used to make arrangements with the Natives about opening the lake. I have not been a member of the River Board during the time I allude to. I am not a member now. Have heard from my father and others that land has been raised by the earthquake on the western side. I stated that the settlers gained increased land for grazing purposes after the earthquake. The sediment deposited by the lake and the river has raised the land. Have not been down the western side of the lake, but heard that it was raised by the earthquake. Another part that was raised was at Hikurangi. That was all that I heard of. My father acquired some land on the banks of the lake. It is dry when the lake is low: 400 acres was the quantity that he purchased. It is more improved now than it was when first acquired; there is more pasturage on it. Cannot say whether the sale to my father was after Hiko's sale or not. I do not know when the land along the margin of the lake was sold to the settlers. I do not know the extent of land flooded. The flooding of the lake affects land up the Ruamahanga. The Messrs. Bidwell take part in opening the lake. The flood-water of the lake backs up the Ruamahanga for some distance, up as far as Otaraia. The land owned by the Messrs. Bidwell Brothers that is flooded by the lake is the Maramarau Block.

*Hemi te Miha* (sworn): I am an owner of the Wairarapa Lake. I remember when Mr. McLean first came to buy the blocks on each side of the lake. I pointed out the boundaries of the land to Mr. McLean. We went on to a hill on the east side of the lake, and I pointed out the land and the boundaries of the blocks it was proposed to sell. The tahakupu o te whenua (high-water mark) was the boundary we pointed out to Mr. McLean. We could see the boundaries from the hill where we were standing. We told him that the high-water mark (line) was to be the boundary. We could see the boundary alluded to from where we stood, and the same boundaries could be seen from there at the present time. I am not familiar with the Tauherenikau sale nor yet of the Kahutara. The sale of the Turanganui Block commenced at the Hurupi on the coast, and ascended that stream to a gully, and from there it went on to a hill (name unknown), and thence to the Turanganui Stream; from thence to the Motuhouhou; thence to Rahoruru; thence to Wangaeahu, and on to the Aorangi Range; thence to Pukewhinau, and thence to the Mangaroa Stream; and down that stream to Paharakeke Stream; and down that stream to (Te Tohu o te Awapuni) the high-water-line, and along the high-water line to Okourewa, and thence to Te Hurupi. The flood-line of the lake was well defined on the Turanganui Block. The reason why the flood-line was adopted was because that was the boundary of the main land. It was the Natives who fixed the boundary at the flood-line. Mr. McLean suggested that the boundary of the lake should be the boundary, but he gave way to the contention of the Natives that the flood-line should be adopted. The boundary of both blocks were both fixed at high-water mark. The other persons present besides myself and Mr. McLean at the sale, whose names I recollect, were Wi Tamihana and Mr. John Russell, but there were many others as well. Mr. Russell is still alive. The ridge that we pointed out to Mr.

McLean on the Turakirae Block was the boundary of the flood-line. We did not sell the spit at the mouth of the lake between Kiriwai and Okourewa. Raniera te Iho's reserve was included in the sale, and afterwards granted to him. The boundaries were Te Waipatupatu to Te Tutuki o Terehunga, thence to Okihi, and thence to Whangaimoana. I know the earthquake that happened after the sale of the Turakirae and Turanganui Blocks. It was a short time afterwards in the same year that the earthquake took place. Am sure it was after these sales. Some part of the land was affected by the earthquake and other parts were not changed. The part that was affected by the earthquake on the west side was from Te Rae o te Hiha to Kakaimakatea; before the earthquake this locality was covered by water. The high-water mark of the lake was not affected by the earthquake. If the lake closes in January and remains closed till April the flood-level reaches the old flood-line. The depth of the water over the flooded land is not so great as formerly, and some parts are not covered. Cannot describe the distance below the present and the old high-water mark. These are parts that have become valuable since the earthquake; these lands are occupied by the Europeans. The parts that the Europeans object to being flooded is the land that has been raised by the earthquake—at least that is my opinion. The distance between the present awapuni from the old one is about as far as from this hall to Muhunoa, along the Greytown Road, where the bridge was burnt down. Heard that a parcel of land was sold within the Turanganui Block since the sale. The part that I refer to is the Puata Block. This land was partly affected by the earthquake. Heard that it was Manihera Rangitakaiwaho, Matenga Kainoke, Wi Tutere, and others who sold the land to the Government. We did not sell the creeks and lagoons when the Turanganui Block was sold. We mentioned this to Mr. McLean, and he said that our rights to these places would not be interfered with. Saw Mr. McLean after the earthquake, but did not go purposely to see him about the effect it had on the low land adjacent to the lake, but he knew of it from others. We did not speak to Mr. McLean about the Europeans occupying the land raised by the earthquake, because we were not aware of this, and it was only on the Europeans wanting to open the lake, and their assertion that this land was theirs, that made it known to us. Besides the creeks and lagoons we reserved parcels of dry land for ourselves as reserves. Some of these lands have not been set apart. The reserves in the Turakirae Block were: Patunga a Matangi, Mataruawai, Waiorongomai Bush, Owanga. These are all I know of in that block. In the Turanganui Block the reserves were: Raniera's reserve, Turanganui (Parekarangaranga), Wakatomotomo, Pirinoa, Tauanui, and Okoura. All the reserves in this block have been made, but none of the reserves in the Turakirae Block have been set aside. I know that one of the reserves sold; the one at Pounui (Patunga a Matangi) is the one I allude to. The reserves were made for the whole of the people interested in the land, and I was one of the persons for whom these lands were reserved. I am not aware that all the people consented to the sale of these reserves. The lands were not sold in the district, but in Wellington. These people who sold could sell their own shares, but not those of others. I did not apply to the Court in 1883 to have the lake dealt with. I remember the first time the lake came before the Court. At first the Europeans used to open the lake without consulting us about doing so, but we always asserted our rights. In after years the Europeans used to consult us about opening the lake. From the commencement of the opening of the lake by the Europeans the Natives have always objected. Since the River Board took the matter in hand the settlers have not consulted us. We are substantially injured by the action of the Board in opening the lake without consulting us, especially when we are engaged in fishing. The Board pays no heed to us, although we have asked them to delay opening the lake for a short time; although we may be fishing there at the time, they will not even grant us a week's delay. I know of the sale by Hiko: was one of the parties to that sale, but a large number of Natives were opposed to it.

*By Commissioner:* Wahakaia was the name of the hill where self and Mr. McLean went on to look over the land. It is situated to the north of Turanganui, close to the Native settlement. *E ki tuturu ana e au*, that we could plainly see the boundaries from where we stood. Could not see the boundaries of the Turanganui Block from the west side from Owakau, but could point them out from the west side if I ascended a hill high enough. Cannot say why the boundary of the Turakirae Block was to the north of the Otairā. The Hatea alluded to in the deed is the lake proper, but our boundary was high-water mark. Possibly Raniera te Iho pointed out the Otairā Stream to Mr. McLean. He had to come that way into the district from Wellington. I know the boundaries of the Turakirae Block, because I pointed them out, and described the Tahakupu—high-water line—as the boundary. I can name some of the places along the flood-line. The flood-line goes from Paharakeke to Okoura, and on to Wangaeahu, thence to Tauanui, Rahonui, Arapawanui, Onoke, Turanganui. Cannot say how long it was since the pakeha commenced to make payment for opening the lake. It was probably about the date of Hiko's sale that the settlers commenced to pay for opening the lake. Before that date there was no interference with the mouth of the lake. The Europeans used to go stealthily to open the lake at one time, but we used to remonstrate with them, and sometimes stopped them. One occasion was when Mr. Matthews and others went there. We remonstrated, and asked them to desist, but they would not listen to us, so we stopped them. After we knew that the land was claimed by the settlers we did not complain to the Government about it—at least I did not, but others may have done so. This was a matter that the Native Committee should have attended to. Cannot say whether they did so or not. I know some of the people who sold the reserves on the other side—viz., Raniera te Iho, Wi Tamihana, Hare te Kaharo were three who I remember, but there were others as well. Raniera and Tamihana were men of rank and important owners in the Turakirae Block. I am not aware that self and others consented to the sale of the reserves. I know of the receipt of the £500, but did not know that we surrendered our reserves. It was after the sale of the block I heard that the sale of the reserves were made. It was during the same year. Did not know that in giving the receipt for the £500 that we consented to the sale of the reserves. The custom in olden times was for the chiefs to sell the land, and if the people did not object to the sale it was considered to be an acquiescence on their part.

*By Mr. Pownall*: It is not a Native custom for the chiefs of a small section to dispose of land belonging to others. The persons who sold only represented a small section of the people. The money received for the Turakirae Block was distributed to all the people who were entitled, but the money received from the reserves was not distributed in that way. Besides Raniera and Tamihana—the persons who sold the reserves—there were a number of other influential persons who did not receive any share, viz., Matenga Kainoke, Hohaia te Rangi, Piripi te Maari, and a number of others; Mitai Poneke was another. My remembrance of the receipt was that it was a receipt for the payment of the balance, but not that it was a final disposal of all our claims in the block, excepting the 5-per-cent. payment on the resales secured to us under the terms of the deed.

*Wi Hutana* (sworn): I am an owner of the lake, but all that I know about the circumstances connected with it is from information received from the old people, Hiko Piata, Hemi te Miha, Raniera te Iho, and others. What I heard about the sale of the Turakirae Block was that the boundary on the lake side should be at the high-water mark. What I heard was that Mr. McLean wanted to fix the boundary along the boundaries of the lake, but the Natives contended that it should be at high-water mark, the reason being that they wanted to preserve their eel-fisheries on the low ground. I do not know about the Tauherenikau or the Kahutara Blocks. I have heard of the sale of the Turakirae Block; the high-water mark was the boundary. After the sale the land about the lake was upheaved by an earthquake. A good deal of land was reclaimed by the action of the earthquake. In some places there is a wide space of dry land, in other places it is not so wide. Mr. McLean said, in reply to the request of the Natives, that they should consent to the boundary being taken along the margin of the lake, but I am unable to say what was finally agreed on; but the Natives have always told me that high-water mark was the boundary they claimed to. In some places the distance between the old and present high-water mark is about four miles. On the west side of the lake the flood-line did not extend to a very great distance, because the land slopes on that side, but on the east side the country is flatter and the flood extends further inland. Could not form an estimate of the land that lays between the present and former high-water mark. Consider that there is possibly 20,000 acres now left dry. This quantity that I describe is only my own estimation. All the land along the boundary of the lake was more or less effected by the earthquake. It is all occupied by the Europeans, and they consequently complain if the lake gets blocked up, as it limits their pasturage. The contention of the Natives is that the Europeans have no right to this land. I know of a subsequent sale of land within the Turanganui Block called Te Puata (Taheke), inside the land beyond high-water mark. The persons who sold this block were Te Manihera Rangitakaiwaho, Waka Tahuahi, and Rihari. The two latter were old men, and put the sale of the land in Manihera's hands, and he sold it to the Government. Was not an applicant to the Court in 1882 to have the lake dealt with. Remember Mr. Fitzgerald applying, on behalf of the Government, to have the part it claimed cut off. I know of the first opening of the lake. It was a matter of agreement made with me. This was in 1876. The Europeans believed that the Government had acquired the lake, but were not sure, so they came to me about it; but while the question was unsettled the waters rose, and Mr. Hume offered me £40 to open it. The reason why no action was taken in former years was because the settlers were few, and their stock were not so numerous as now. I made two arrangements with the Europeans for £40 each time, but I do not know what sums were paid subsequently to Hemi te Miha and Piripi te Maari. On one occasion the settlers not only paid a sum of money for opening the lake, but they gave the Natives a bullock. In 1871 I was at the mouth when the lake burst out. At that time the only persons who had stock on the low land was Mr. Hume on the east side, and Mr. Matthews on the west. In those days we used to warn the settlers to remove their stock inland when the lake flooded. We were good friends then with each other, but afterwards, when land became more valuable for grazing purposes, differences arose about opening the lake and changed the condition of affairs to the period I alluded to, when we used to make terms with the settlers to open the lake. Afterwards the River Board took action in the matter and opened the lake without consulting us. This was the first time the *mana* of the Natives over the lake was trampled on. Did not hear that the spit from Kiriwai to Okourewa was included in the sale. Was told by Mr. Butler that the boundary went to the Rere o te Mahoe, and if that is not on the spit that part was not sold. The part where the River Board opened the lake was on the spit. It was during the fishing season that the Board opened the lake.

Commission adjourned till Monday, the 27th instant.

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MONDAY, 27TH APRIL, 1891.

Commission resumed at 9.30 a.m.

*John Purvis Russell* (sworn, examined by Mr. Pownall): I live at Whangaimoana. Was present when Mr. McLean negotiated the purchase of the Turakirae and other blocks—four in all. I was acting as clerk to the Land-purchase Commissioner. I wrote all the deeds in 1853—viz., Turakirae, Turanganui, and Tauherenikau. The boundary is the fresh-water lake of Wairarapa, I cannot state now the boundaries in the deeds, but I know there was a great difficulty experienced with the Natives in getting them to part with the country adjacent to the lakes, because of their eel-fishing, as they were afraid the lake would be closed. He wanted them to sell the lake, but they declined, and it ultimately resulted in a promise being made that the lake should not be opened while the Natives were engaged fishing. Could not say whether I was on the hill alluded to by Hemi te Miha with Mr. McLean and others. Do not remember going up this hill. Do not know what discussion took place about pointing out the boundaries of the land proposed to be sold to the Government, but I know positively that Mr. McLean told the Natives that the lake was not to be opened. It was in consequence of my knowledge of this arrangement that I subsequently went

to see Mr. McLean when a trouble arose with the settlers about opening the lake. He said to me, when I told him my errand, that the settlers had no right to open the lake, as he had promised, which he reminded me of, that no one should do so; and he further remarked, when I told him what the settlers complained of, that it was impossible they could have a grievance, as the land below high-water mark had not been purchased from the Natives. I mentioned that the settlers claimed to have purchased the land from the Provincial Government, to which he remarked, that Government would sell land in the moon if they could find purchasers for it. It was Captain Smith who first surveyed the boundary of high-water mark. I do not know who surveyed the Turakirae Block: was in Auckland when that was done. When I told Mr. McLean about the lake being opened by the settlers, he said that any person who put a spade in would be fined £50, as any attempt to open it would violate his purchase, and break faith with the Natives altogether. The opening of the lake has always been a vexed question, and the settlers have always paid for doing so, but the River Board has lately taken on itself to do so without recompensing the Natives. Mr. McLean told me that he had promised the Natives that the lake should not be opened. In reply to my statement to him about the settlers wanting to open the lake because their land was flooded, Mr. McLean made use of the following words, "It is impossible the settlers' land could be flooded, because the land below the flood-line had not been acquired." Am not acquainted with the lake beyond Turanganui, and am unable to say what effect the earthquake may have had upon it. There is good grazing-ground in places. Am unable to say what such land may be worth, owing to its being liable to be submerged for several months in the year. The only part of the lake that abuts my land is the part adjacent to the land that I bought from Raniera te Iho. I do not remember telling the Natives that I had declined to purchase some land adjacent to mine because I considered it belonged to them, because the Government had no title to it. The only land that I bought in that locality was Raniera's reserve. There is very little space between the reserve and the flood-line of the lake—there may probably be 200 acres. Raniera's Crown grant includes a portion of flooded land. Reserves were made in the Turakirae Block for Raniera te Iho and others. These lands were afterwards sold. Heard that the reserve at Waiarongomai was sold by Raniera te Iho, but I do not remember this occurrence.

*By Commissioner:* Cannot say whether the same understanding existed relative to high water-mark on the Turakirae Block. I was only interested in the Turanganui side, and did not concern myself about the Turakirae side, as the settlers in that locality did not seem anxious to have the lake opened. I prepared both the Turakirae and Turanganui deeds. Cannot explain the reason of the boundary being described in the deeds as following the margin of the lake if it was understood that the land was not to be ceded below high-water mark. The conversation with Mr. McLean referred to both sides of the lake, as it was a question of opening up the lake that was under discussion. That is the inference I would draw from the conversation, that it referred to both sides. It was some time after the sale before any question arose about opening the lake, as the runs were not fully stocked in those days. Am not aware whether there is any distinctive name for the channel between the two lakes, as the lakes and the channel between them, after the mouth is closed in December, is all one sheet of water: would describe it all as the lake. Cannot say whether the lake was in flood at the time the land was sold in 1853. It would be possible from a hill on my side of the Turanganui Block to see over the country on the Turakirae side and on as far as Featherston, as there is nothing to intercept the view. The hill that I allude to is about 200ft. high. Do not think it would be possible to distinguish between the flood-line of the lake on the western side and the adjacent land so as to be able to define it. Am positive that Mr. McLean told me that he had not bought the land below the flood-line, but I cannot account for the inconsistency of this statement with the description in the deed that the boundary followed the margin of the lake. Am unable to say whether the account of the transaction given by Hemi te Miha that Mr. McLean was anxious to make the margin of the lake the boundary, but that the Natives contended for high-water mark, was the cause of the apparent discrepancy. The Natives objected to sell the Turanganui Block because of their eel-fisheries. Am aware that the deeds contain a stipulation that all lakes, streams, &c., are sold; and if the petition contains an allegation to the effect that these places were not sold, it does not coincide with the terms of the deed. Remember that reserves were stipulated for in the Turakirae deed, and I afterwards heard that some of them were sold. Do not remember witnessing the deed of sale of any of these lands. [Deed disposing of the reserve at Patunga a Matangi to the Government read out.] I do not remember having witnessed these deeds, but I wrote a good many deeds for the Government at that time, and the fact has escaped my memory that I was a witness to the execution of the ones alluded to. The persons who sold these reserves I should imagine were the owners. It was some time after the date named that Raniera te Iho told me he had a bush-reserve at Waiarongomai where he could get totara from. I am not familiar with the terms of the Tauherenikau sale: all my knowledge of it is that I wrote the deed. Am not aware whether there was any difficulty about the lake boundary. I was only concerned about the Turanganui Block. I should think that the lake-boundary question would be associated with all the lands abutting it, as it involved the opening of the lake, which the Europeans were not to have the right to do. Recollect the first opening of the lake by the Europeans. It was a good many years after the purchase. It was after 1860 before it was opened. Recollect acting as chairman of a meeting at Featherston, and sending a resolution to the Government relative to the opening of the lake. As chairman I could only do as requested, but I told the meeting that I did not agree with their action. Government sent me rather a sharp letter about the matter. Do not remember whether Sir D. McLean was in office at the time. The Natives have not used the lake for eel-fishing so much of late years as formerly. They used to catch large quantities of eels in former years. There was a large pa at the mouth of the lake, but it got burnt down, and that may possibly account for the people not going there so much in after years. For a time the custom almost fell into disuse, but the fishing has been revived of late



years, and now a good many eels are caught during the season, but not to the same extent as before. Am not aware of a difference between the present and former high-water mark. Have seen the water quite as high since the earthquake. Have seen it very close to Mr. Hume's homestead. Am unable to state what effect the earthquake had on the land adjacent to the lake, as I was a new arrival about the time it happened. The Natives described the boundaries of the blocks to Mr. McLean, and he had also Captain Smith's sketch-map of the Lower Valley to assist him. This map was completed stealthily by Captain Smith, as the Natives would not allow him to survey, consequently it was not very reliable, but was of some assistance. We did not go on to the Turakirae Block. Mr. McLean came with Sir George Grey along the coast. There was no track then along the other side of the lake, nor yet over the Rimutaka. Cannot explain the cause of the inconsistency between the verbal statement as regards the boundaries and the boundaries described in the deed of the Turakirae Block. [Boundaries of Turanganui Block read out]. Witness remarked that there appeared to be an ambiguity in the phraseology used about the waters of the lake. The words used "through the waters of the lake" might mean in any direction. I do not know who made the translation, but think that Mr. McLean did not: he only translated the first deeds. Hiko was the principal man over the lake, and Hemi te Miha ranked next. Raniera te Iho was not an important owner. Tamihana Hiko used to claim an interest, but he derived his right through Hiko. Cannot say when the low land by the lake was purchased. Natives knew of it, but I do not know whether they remonstrated with the Government about it, although they used to maintain that the land had not been sold by them. They took no steps to put the Europeans off. Have heard them remark that if the position had been reversed that the Europeans would not have behaved so considerably towards them.

*By Mr. Pownall:* The Natives were aware that the settlers had bought the land adjacent, but it was an act of forbearance on their part that they did not disturb the purchases. Have no doubt the Natives spoke to the Government about it. Heard of consent being asked to open the lake before the Government purchased Hiko's interests. The object in doing this was to get control of the lake. Am not aware of the terms of the agreement; merely heard that a sum of money was paid. Consider that this arrangement violated the understanding come to at the time the sale of the Turanganui Block was negotiated. Consider that all the people should have been consulted. The eel-fishing has of late not been conducted on so large a scale as in former years; this has been partly caused by the interference by the Europeans with the mouth of the lake, not because the lake has become less valuable. I drafted the resolution passed at the Featherston meeting, and received a sharp rebuke from the Government for acting as chairman of a meeting, as it was pointed out that as a Justice of the Peace I should not have taken part in anything that was likely to provoke a breach of the peace. Deeds were drawn in all cases. I prepared deeds of the four blocks. Am not able to say how the Turanganui deed has gone astray. I delivered them all at the time. Mr. McLean's reference to high-water mark referred to the purchases generally on the lake. The flood-line is the same as it used to be on the east side of the lake. I do not know about the west. The eel-fishing is carried on at the mouth of the lake when it is flooded, and at the other times in the creeks and lagoons when the lake is opened. Do not know what the Natives do elsewhere. They may possibly follow the eels as they ascend the creeks with the flood, and catch them with nets as they return. Mr. McLean said that the lake must never be opened—that the high-water line was the boundary of the Crown land. It was impossible therefore that settlers could be injured by the closing of the lake, as the land that was flooded belonged to the Natives. The land ceded to the Government was the dry land. The reservation relative to the right of eel-fishing is in the Turakirae deed. Consider that the sale of the Taheke Block in 1862 is inconsistent with the contention that the whole of the low land in what is known as the Turanganui Block was sold to the Government in 1853.

*Wi Huhana* (examined by Commissioner): I came to Wairarapa in 1861. Was not present in 1876 when Hiko sold his interest, but heard they had sold their fishing-rights to the Government. They may have considered that they had sold all their rights to everything, but I do not know the nature or terms of the deed. Heard that Hiko was the principal owner of the lake, but there were many others as well who had an interest; but Hiko was the paramount owner. Hiko could have opened the lake if he had chosen without consulting the other Natives. Never used to assemble the Natives together to consult them in olden days. Hiko, in selling his interest to the Government, transferred all his rights with it. If the sale was a valid one, Government, as the representatives of those persons who had sold, would have a similar right to go on the spit as they had. It was not necessary for Hiko to consult any person before disposing of his rights. All that I know of the sale of 1853 is from hearsay. Am positive that Hiko and others told me that high-water mark was the boundary of the sold land. I know the position of Tuakipuku. There is only one place of that name, and that is situated at the junction of the Ruamahanga with the upper lake. I do not dispute Hemi te Miha's description of the boundary, but it does not coincide with the description in the deed; and if the deed is correct there is evidently an inconsistency, but I desire to state that I always heard up to 1881 that the boundary was at high-water mark. In that year Captain Mair, Government Commissioner, explained that the deed showed the edge of the lake was the boundary. Captain Mair read over the boundaries of the Turanganui Block to us, and it was then I first heard that the boundaries were so described. Hemi te Miha, Piripi te Maari, and others stated that the boundaries in the deed were wrong, and asked that the original deed should be produced—the one they had attached their names to in 1853. The Natives did not make any explanation relative to the difference between the boundaries described by them and those in the deed. Self, Hemi te Miha, Piripi te Maari, and possibly Wataharo, were present at the time, and the remark made at the time was "*E he ana te takoto o nga rohe i nga Titi na.*" Told Captain Mair that the deed was wrong. Was not at a meeting when Mr. Buchanan was present, nor heard it stated that the Natives did not prefer a claim to the Turakirae Block. Remember that Mr. Buchanan was present at some of the meetings at Papawai, Waitapu, Kohunui, and Masterton when the lake question was being dis-

cussed. Did not hear any statement made at these meetings that the Natives did not prefer a claim to land within the Turakirae Block. Heard of the claim to the Turakirae Block from the old people long ago, before these meetings took place; but when I heard the boundaries described in the deed I thought to myself "*E korero noa te korero o nga tangata nei.*" I always heard that the Natives claimed to high-water mark, but when I heard the deed read out I thought the old people, my informants, must be mistaken. I heard of the Tauherenikau sale, but do not know much about it. In the Kahutara Block I heard that the Natives claimed the low-lying land. I did hear some of the old people say that the stipulation about high water-mark was confined to the Turanganui Block, but others stated that the stipulation was a general one as regards all the blocks abutting the lake. On Tamihana's return from Gisborne I asked him about the matter, and he told me that the stipulation was confined to the Turanganui Block, and did not extend to all the sales; but I only spoke to him about the Turanganui Block. Tamihana told me that the boundary of the Turanganui Block was the high-water-line of the lake, but I said that the deed described the boundary to be along the margin of the lake. I heard of the sale of the Owhanga Block, and that the northern end of the lake was included. The claim to the foreshore of the lake in the Kahutara Block is not a new claim. I heard of it in 1876, when Hiko's sale was under discussion. There were fishing-stations along the eastern shores of the upper lake—viz., Waiaruhe, Rurumoko, Tainga o Puahi, and Ruahine. Rurumoko is situated where the Kahutara Lake enters the Upper Lake. It is all covered with sand now. Hiko and his people were the principal owners of these settlements. Ihaka Ngahiwi had also a right there, and Manihera Rangitakaiwaho derived his right through Ihaka and Wi Tutere. I am unable to reconcile the description of the boundaries in the Kahutara deed with the statement that the Natives claimed the land below the flood-line in that block. The channel between the two lakes is known as the Ruamahanga. I know Raniera's land. It includes land that is inundated by the flood. I am unable to explain, if the Natives' contention is correct, how the Government derived a right to grant that land to Raniera te Iho if it was not ceded.

*By Mr. Pownall.* I am unable to perceive how the Natives can claim land in the Kahutara Block under the terms of that deed. I explained that I am not acquainted with the sale of the Kahutara or the Tauherenikau Blocks, and am consequently unable to furnish an explanation in regard to the apparent inconsistency. In olden days the Natives used to follow up the creeks as the floods rose, and catch the eels as they went up the creeks, and it may perhaps have been part of the arrangement that it was necessary to retain the creeks for fishing purposes. I am unable to say whether the Natives considered it necessary to retain all the creeks. In my opinion it would probably be considered necessary, but the conflicting part of the matter is that the deeds do not support this view. The Maoris would consider, from their point of view, that they had a right to fish anywhere within the boundaries of the sold land. I saw in the application, published in the *Kahiti*, that the Natives claimed to high-water mark. I refer to the application to the Court. I heard that Mitai Poneke sold a piece of land called Te Kumenga to the Government. This land is situated below the flood-line. I do not remember the meeting that Mr. Buchanan attended, but am inclined to think that it was an election meeting. Did not hear it stated at any meeting that Mr. Buchanan was present at that the Natives did not claim land in the Turakirae Block. Hiko's interest in the lake was not distinguished from that of others. Am aware that the law does not allow people to dispose of their shares without the concurrence of their co-owners. Am unable to answer your question relative to the matter you allude to. I said that Hiko had a right to open the mouth of the lake without reference to others, but I answered without reference to the effect the law had on the question. No one would have the right to open the lake but Hiko, excepting with his consent. Did not hear that Wi Kingi Tutepakihirangi threatened to stop the sale of the lake if he was not paid £400. The reason why Hiko consented to pay £400 to Wi Kingi Tutepakihirangi requires some explanation. The cause of it was as follows: Many years ago a woman named Ripeka te Kakape, a niece of Te Wharepouri, was captured by a party of Ngatikahungunu, and taken to Hawke's Bay. Wharepouri wanted to ransom her with a mere pounamu, but Tutepakihirangi declined to accept this offer, but agreed to restore her if Te Wharepouri would agree to return the Wairarapa district to its former owners. This was finally agreed to, and it was through Wi Kingi's father being mainly instrumental in getting the Wairarapa restored in that way that Hiko consented to pay him the £400; not because he had an equal interest in the lakes. According to Hiko's statement there was no person of equal position with himself. Have also heard this from others. Hemi te Miha was one I heard say so, and also Te Wataharo. There are others as well, but perhaps they will not admit this now. I am a son-in-law of Hiko's, but that is not the reason why I uphold his position. I heard Mr. Russell say that the land was sold on the understanding that the lake should not be opened. Was at the mouth of the lake from 1870 to 1875, and only once during these years did the lake burst open of its own accord; on all other occasions it was opened by the Europeans after making arrangements with Hiko. Hiko could open the lake when he liked in olden times. No ascertainment of other owners had been made then. The only persons who were known to have an interest in the lake in those days besides Hiko was Hemi te Miha and a few others. It was an understanding that the pakehas were not to open the lake, but this did not interfere with the right of the Natives to do so—i.e., of those who had a right to do so. I am unable to answer the question as to whether Hiko had any right to dispose of his rights and interest to the Government.

Commission adjourned till the 29th instant.

WEDNESDAY, 29TH APRIL, 1891.

Commission resumed at 9 a.m.

*Paratene Matenga* (sworn): I have heard of the particulars of the sale. Cannot say how old I was when the Turanganui Block was sold. I derived my information from Raniera te Iho, Tami-

hana Hiko, Ngairo, Takatakaputea, and Hohaia te Raugi: These persons told me that the boundary of the sold land was at the mutunga awa puni (flood-line). Do not remember how old I was when the heavy earthquake took place. This earthquake caused some changes on part of the land along the lake. I can describe some of these changes. The parts that I allude to are on the western side, commencing at Te Rae o te Hiha, from thence to Pounui, and from there to Kakaimakatea; and on to Taumata Kowharawhara, Matarua, Waiarongomai. These are the chief places that were affected by the earthquake. I was grown up then. I heard the description given by Te Watahoro about the mode of fishing for eels when the flood was rising in the lake, and corroborate it. I heard of Hiko's sale of 1876. [Names attached to deed of 1876 read out.] I heard that the persons whose names have been read out have sold their interest in the lake. Hiko had a right to sell his interest in the lakes, but not the whole of the lakes; nor had he a right to sell it in conjunction with the others whose names are attached to the deed of the 14th February, 1876. Did not hear that Hiko or any one else had a right to open the lake while other Natives were engaged fishing. Any person could open the lake supposing it were necessary to do so—that is to say, supposing it was injuriously affecting other interests. I applied to the Native Land Court to have my interests determined in the Native reserve at Waiarongomai. I did this because I understood that the reserve was made for all the Natives interested. The Court informed me that the land had been sold. I had heard previously to that, that the land had been sold, but I applied for my father's interest in that land, and because the reserve had been made for the whole of the Natives—*i.e.*, those Natives who owned the Turakirae Block. I and others had not been consulted about the sale of the Waiarongomai Reserve. The land at Te Puata (Taheke Block) was sold by my father (Matenga Kainoke) and others. I know that the land at a place called Te Kumenga was sold by Mitai Poneke to the Government. This land is below the flood-line. I do not know whether Mitai Poneke took part in the sale of the Turanganui Block, nor can I say whether Te Kumenga was included in the sale of that block.

*Aparo Hare* (sworn): I live at Te Waitapu, in the Lower Valley. I know part of the country in the locality of the lake. I am familiar with the part about the Lower Lake. Have lived at Te Waitapu for a number of years. Was about four years' old when the big earthquake took place. The old Natives pointed out places to me that were raised by the earthquake. Hikurangi, on the Tipua Mapunatea Block, was one part that was raised. The place did not bear that name before, but was called so in consequence of having been raised by the earthquake. The land in that locality has not been sold. Te Puata (Taheke Block) was another part that was raised by the earthquake. This land was subsequently sold to the Government. A place near Tauanui was also raised by the earthquake. Hikurangi belongs to the Natives. Te Puata belongs to the Europeans. The place I alluded to, near Tauanui, also belongs to the Europeans. Have witnessed two heavy floods in the district that submerged all the low-lying land. Cannot say whether there is any difference between the present and the former high-water line. I am not aware that there is any such difference. There are ridges along the lake on which drift-timber is lodged that indicates the height the flood-line reached in former times. Have heard of Hiko's sale of 1876, and know the people whose names are attached to the deed. These people had no right to sell the whole lake, nor yet the fishing-rights over the whole lake, nor had these persons any right to sell the right to open the lake. Self and others objected to the sale of the lake, and I was one who joined in sending a petition to Parliament to consider our rights. I heard the evidence given by others relative to the rise and fall of the lake, and concur with what has been stated therein. I also heard the evidence as to the mode the eel-fishing was conducted when the lake was flooding, and also as to the importance of the fishing-rights to the Natives, and corroborate these statements. I consider that the value of the land raised by the earthquake near Tauanui is worth about £5, and that all the land below the flood-line would average about £4.

*By Commissioner*: I can point out in places the position of the flood-line in olden times. The part that I am not acquainted with is between Rahoruru and Turanganui. At the end towards Ruamahanga the flood-line reached Otamata at Okoura, and from there followed along the margin of the low-lying ground to Tauanui. The flood-line at that place is about half a mile distant. There is no alteration along the flood-line through the Kahutara Block. The flood-line is as far inland as formerly; the only difference since the earthquake is that some parts do not flood to the same depth as before. The Paharakeke River runs into the Rangatea Lagoon, and the flood-line extends up that river as far as Matainoke, about two hundred yards from the bridge. The Kumenga is the block where the reserves are situated. I wish to explain that all my informants are dead who described the position of the flood-line between Otunuku and the mouth of the lake, but I have amongst my papers their written description of the places and the names of the hapus who owned the different localities. Do not go eeling at the mouth of the lake; my eeling-place is at Ruamahanga. The Natives still prize their fishing-rights in the lake. While the old people were alive, between 1853 and 1868, a great deal of eel-fishing was done, but afterwards the interest in the matter declined, but the fishing has revived again of late years. In former times the old people used to go in all weathers to fish, but the people of the present generation only go when it is fine; that is one reason why the practice has fallen into disuse. Formerly, also, the Natives could only procure birds and fish for food, but now they have mutton and beef. Large quantities of eels were also caught and dried to be sent away as presents to other hapus. We have applications from other places now to send a supply of dried eels, but we are unable to comply through the fishing being interfered with by the Road Board opening the lake. If our fishing was not interfered with we could supply other places with eels, which would prove a source of profit to us.

*C. A. Pownall* (sworn): I am a solicitor, formerly of Wellington, but now practising in Masterton. In 1887 I was engaged by the Natives to look into the lake-question. In September of that year I saw the Native Minister, Mr. Ballance, and discussed with him about opening the lake. The proposition that I made to him on behalf of the Natives was that the proper boundary

should be ascertained as far as possible, and that when the lake flooded beyond that boundary on to European land, that the Government should be allowed to open it; also, that Government should release the Proclamation and all demands over the lake in regard to payments made to Hiko and others in consideration of their being allowed to open it. It was agreed that the question relative to the reserves on the west side was to be left in abeyance, at the Minister's suggestion, and the opening of the lake to be the first matter for arrangement. The Minister stated that he would have to refer the question to the law officers and Parliament. The agreement was drawn up, but before the question could be gone into Mr. Ballance's Government went out of office, and the new Native Minister (Mr. Mitchelson) declined to have anything to do with it, and ignored the rights of the Natives to consideration.

*Hoani Paraone Tuninarangi* (sworn): I live at Hinana. I used when a younger man to live at the mouth of the lake. I do not remember when the settlers first wanted to open the lake. Never heard that the lake was opened at any time without consulting and paying the Natives before the River Board took the matter in hand and ignored the Natives. The earthquake raised a great deal of the land near the lake and improved it for grazing; it is excellent land for that purpose. This land belongs to the Natives. The reason why they claim it is because it was not sold in 1853. The low-lying land adjacent to the Turanganui Block would probably be about five thousand acres. I know the Turakirae Block. There is probably the same extent of low land in that block of equal quality. Could not state actually how much there is in both blocks. The land in question would be worth about £4 per acre. All that I know of the matter is what the old people told me about the *tohu o te Awapuni* (flood-line). I know some of the principal owners of the lake. The control over it was vested in several persons. Te Kai o te Kokopu was the greatest chief that I heard of, but I do not know the name of the hapu he derived his right from, but he belonged to a number of hapus who had a right to the lake. Hiko was under Te Kai o te Kokopu, and only of the same rank as others. Other chiefs who had interest in the lake were Raniera te Iho, Wi Tamihana Hiko, Tutepakihirangi, Hamaiwaho, Hohaia te Rangi, Ngairo, Ngawhawha, and others. The hapus of these chiefs also had a right. Hemi te Miha was of equal rank with Hiko, Piripi te Maari; Paratene Matenga, self, and Te Wataharo are also of equal rank with him. These people did not join in the sale. Raniera te Iho was alive then, and he did not join. Heard that Wi Kingi got £400 through the sale of the lake. Did not hear the reason why it was paid to him, but believe it was for his interest in the lake. The lake was not opened in former times; it was allowed to burst open of its own accord. An arrangement to open the lake would be made with the people who were at the mouth of the lake at the time. Did not know that Hiko had the sole right to open the lake, or to sell that right to any one. "*E tino mate nui kua pa ki nga tangata Maori*" through the opening of the lake by the Road Board. In some years the Natives have caught fully twenty tons of eels, and in others ten tons. We supply other places with eels as far as Ngatiporou (East Coast, beyond Gisborne). We are unable to get the same quantity of eels now as formerly; the Natives only procured about a ton this year through being interfered with by the River Board. Matainoke is about a quarter of a mile from the bridge at Paharakeke. The flood-line goes from there to Okoura along the low-lying ground; from Okoura it goes to Rahoruru by Tauanui. It is about half a mile from there at its nearest point, from there it goes on to Otunuku, a low ridge, and from there to Arapawanui, and on to Turanganui.

*By Commissioner*: I am not acquainted with the position of the flood-line on the Kahutara Block, nor yet on the Turakirae or Tauherenikau Blocks. Think that £4 would be about a fair value of the land below the flood-line, although it is covered by water for several months, and is injuriously affected thereby for about six months in the year, as the pasture is not of much use till the spring-time, after the land has been flooded, up till the end of April. The land is improved by the flooding, but the grass is killed through it being submerged so long. The spring-time is when the pasture is at its best. Te Kai o te Kokopu was an influential man in his own locality, extending to the mouth of the lake at Okourewa, and the other chiefs I named were influential men in their own localities. I did not mean it to be inferred that Te Kaio te Kokopu was the paramount chief of the district, but that each chief had superior control over matters in their own respective localities. Hiko was admitted to be the principal chief over his own locality and hapu, and the other chiefs controlled their own affairs in a similar manner. What I meant with regard to Hiko's position was that, although he was the principal chief over his own people, he had no superiority over other chiefs and hapus. Te Kai o te Kokopu was the owner of the locality about the mouth of the lake at Okourewa. Te Tawiro and Te Kaio te Kokopu were near relatives, but I do not know whether they were children of the same parents. There was a wakatauki amongst the Natives that illustrates the position of the matter—namely, Ko Tawera, "*he tangata ki te Ngutuawa o Wairarapa*"—i.e., that he was the principal chief at the mouth of the lake. Ko te Maari "*te tangata ki te Matamata ki Ngaiwi*" (that Te Maari was the chief of the land at Ngaiwi). When Maraea Toatoa, the daughter of Te Kai o tekokopu, married Iraia, the son of Te Hamaiwaho, the former gave Te Hamaiwaho the mouth of the lake. The gift of the mouth of the lake to Te Hamaiwaho led to a number of people in the Upper Valley coming to fish at Okourewa, at the mouth of the lake. When the fishing-settlement was established at Te Pahi o Ngaitahu, Te Hamaiwaho's hapu (Ngaitahu) went to live there, and I lived with my people in this locality. Never heard that any person disputed the right of Te Hamaiwaho to make this gift. The first attempt to trample on this gift was Hiko's sale in 1876. Te Hamaiwaho did not return Okourewa to the former owners. The part that he restored was at Te Kawakawa, but Okourewa has been retained till the present time. Wi Kingi Tutepakihirangi was a man who possessed a considerable interest in both the Lower and Upper Lakes. If Wi Kingi stated in evidence before the Trust Commissioner (Major Heaphy) that Hiko's was the superior right, I do not concur with this statement. Wi Kingi and Ngairo Takatakaputea had a co-equal right to the lake; and if Piripi te Maari stated before the Commissioner to the contrary, I do not agree with him. If Wi Kingi stated that Hiko had a superior

claim he was mistaken; it was not a correct statement. Piripi Maari's statement is his own, but I cannot agree that Wi Kingi and Ngairo had no *take* to the lakes. The chiefs and hapus who owned the land on the banks of the lake had also a right to a portion of the lake opposite their respective localities. Wi Kingi had *he take* in the land at Okoura, and his right to the land would extend to a right in the lake as well. Ngairo had *he take* in the land at Tauanui, and had also a right to the lake as well.

*By Mr. Pownall:* We did not use to ask Hiko's permission to fish at the mouth of the lake—at least my hapu (Ngaitahu) did not. Some hapus had a direct right and some had only a right through others. Hiko's hapu had a direct right, Te Kai o te Kokopu's had, and so had mine. Heard that £400 was paid to Wi Kingi in 1876, but did not hear that he threatened to stop the sale of the lake if he were not paid this sum. Heard that Tutepakihirangi was instrumental in establishing peace between Ngatiawa and the Ngatikahungunu; that is a circumstance that is well known. Tutepakihirangi was a man of importance, and his prestige was increased by making peace with Ngatiawa; Te Hamaiwaho was another chief who took part in the matter, and gained credit for his action. Wi Kingi gained fame for his action in establishing peace, and Te Kai o te Kokopu for his gift of Okourewa. Hiko had no distinct fishing-place from the others; all the people fished together at the mouth of the lake, but it was a different matter in the creeks and rivers; each hapu had their own rights to these places.

*John Alfred Jury* (Te Watahoro) recalled on his former oath, stated: There is one matter that I omitted to mention relative to the Turanganui Block, and that is, that Tamihana Hiko told me that he was vexed with Raniera te Iho in regard to his action about the sale of the Turakirae Block, and for that reason he included all Raniera's settlement in the sale of the Turanganui Block. Raniera was *pouri* at this, and pointed out to Mr. McLean the boundary of the part he claimed at Turanganui and up that river to the Waipatupatu, from there his boundary went to a place called the Tutuki o Terehunga on the coast, thence to Okihi to a bluff near Okourewa, from there it ran along the shore of the lake to Turanganui. Raniera stated that this was all his land, and asked that the block be omitted from the sale. Mr. McLean agreed, but persuaded him to leave the land within the Turanganui Block and he would cause a Crown grant to be issued for it. This is what Tamihana Hiko told me about Raniera's land. I was present at Poneke (Wellington) when the sale was made by Hiko in 1876, and heard what was stated relative to the matter, but did not hear what was arranged about the price to be paid, but was present when an arrangement was made by Hemi te Miha about an advance to be made by the Government. The amount was £20. Mr. Maunsell wanted me to sign the voucher for this sum as a token that it was part payment of the lake purchase. Manihera te Rangitakaiwaho and Komene Piharau agreed to do so, but I declined for the reason that it would be equivalent to giving my consent to the sale of the lake. Raniera te Iho afterwards went to Wellington and petitioned against the sale of the lake. I attended before the Parliamentary Committee to give evidence about our claims; Raniera te Iho, Manihera, and Meiha Keepa also attended. The Native Affairs Committee recommended that the Native Land Court should investigate the matter, and the Natives concurred. The Natives wanted the Government to produce all the deeds and plans before the Court. Did not hear that it was ever necessary to ask Hiko's permission before the lake could be opened. With reference to the amount paid to Wi Kingi Tutepakihirangi at the time of Hiko's sale Wi Kingi suggested to me that we should join in it, but I declined to do so. He urged me several times to do so, and pointed out that this was the only chance of our ever receiving anything for the interest in the lake derived from our Tipunas. After I declined, Wi Kingi said that he would join, and he wrote to Hiko and Hemi te Miha in my presence to divide the amount equally, one part for him, and the other part for themselves, he did not read the letter out to me, but told me that this was the subject of it. About two weeks afterwards he wanted me to consent to receive £50, as Hiko had consented to pay him £400, but I would not consent—" *E maha ana Korero kino wakahe moku i reira.*" I did not hear that the £400 paid to Wi Kingi was paid to him for the reason stated by Wi Hutana, but for his *take* to the lake derived from Tumai te Uru, and Muratu, te Hiha's gift to Muratu was one of Wi Kingi's *take* and the other *take* was from Tumai te Uru. Another *take* was from Rakairangi. These were his principal *takes* to the lake. That is all I have to say about the payment of the £400 to Wi Kingi. I can describe the hapus who owned the land and fishing rights in the lake. From Otairira to Pekehounia was owned by Ngaitukoko; the principal men were Raniera te Iho, Hemi te Miha, Hohai te Rangi, Piripi te Maari, Ngairo Rakaihikuroa, and Wi Tamihana Hiko; these are all I remember at present. Ngaitangarakau was another hapu who owned that locality; Manihera Rangitakaiwaho was the leading man. From Pekehounia to Ohinehunga near Kiriwai, the hapu who owned that part was Ngatihineraumoa. The leading chiefs were the same as those previously named as leaders of the Ngaitukoko; Hiko and Ngawhawha ki te Rangi were also members of the Ngatihineraumoa hapu. Another hapu that had a right to that part was Ngaitahutawhanga; the chief of that hapu was Wheteriki Tuhirae; another hapu was Ngatiwhaitongarerewa; Kereopa and his elder brothers were the chiefs of that hapu. From Ohinehunga to Totarahapuka to the east of Kiriwai was owned by Ngaite Rangitawhanga, Hiko and his *matua's* Mitai te Webewe (Poneke) were the persons who fished there. From Totarahapuka to Te Peke belonged to Ngaitumanuhiri; Raneira te Iho was the chief. From Te Peke to Okihi, I do not know the hapu who belonged to that part; but the chiefs were Te Kai o te Kokopu, Ngawhawha, Hiko, Hemi te Miha, and Maraea Toatoa. Okihi is on the east side. From Okihi to Turanganui, the hapu belonging to that part was Ngaitumanuhiri; Raniera te Iho was the chief of that hapu. From Turanganui to Rahoruru, the hapu belonging there was Ngaiterangitawhanga; the principal persons of that hapu were Hiko, Arihia, and Hemi te Miha. Another hapu belonging to that locality was Ngaitukoko; Ngairo and Wi Tamihana were the principal chiefs. From Rahoruru to Matainoke belonged to Ngatirakairangi; the chiefs of that hapu are Piripi te Maari, Hoani Paraone Tuniuarangi, Wi Kingi's family, and Purakau Maika. Matainoke to Te Kumenga, Mitai Poneke was the chief. Heard that the Ngatirangita-

whanga and Ngatihinetaurira, had also an interest in that part. From Mapunatea to Oporua belonged to Ngatirangitawhanga; Hiko and Mitai were the chiefs of that hapu. Also the Ngaitutemiha hapu, the chiefs of which were Wi Tutere and Te Manihera. From Oporua to Wangatete belonged to Ngaitutemiha, the chiefs were Wi Tutere and Manihera, also Ngaifukaihara, of which Hiko was the chief. From Mangatete to Kainoke, Ngatimuratu was the hapu, and Wi Kingi and Te Watahoro the chiefs. Ngaitearakau owned the lake side. From Ruahine to Otekia is the boundary between the two hapus, Rawiri Piharau and Manihera Rangitakaiwaho were the chiefs of that hapu. Rangipo is the end of that division at the original mouth of the Tauherenikau. The part that Wi Kingi owned was inland, and the part that he got the £400 for was on Hiko's sale. From Tainoku to Otauirā, the hapu belonging to that locality was Ngaiteangarakau; Rawiri and Manihera were the chiefs. Ngatirangi was another hapu that formerly belonged to that locality, but were defeated by Ngaiteangarakau and Ngatimuratu, and lost their right. Te Aitanga o Porou was another hapu who had an interest between Oporua and Mapunatea. This is all the information about the several hapus, and accounts for the reason why their members were opposed to a sale of the lake because their rights were being ignored. These hapus owned the dry land and their rights extended into the lake as well; each hapu was entitled to the land within the several boundaries described.

Commission adjourned till the 1st May.

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FRIDAY, 1ST MAY, 1891.

Commission resumed.

*Enoka Taitea* (sworn): I live at Whaiwhetu, and am an owner in the lake, I have lived near the lake, and also my matuas before me. I know of the sale of 1853, and was present at it. Was with Hemi te Miha when he and others pointed out the boundaries to Mr. McLean. They did not go on to the land to point out the boundaries, but merely described them to Mr. McLean. I do not remember the party ascending a hill, but I remember the boundaries being described to Mr. McLean; that is to say, I heard the Maoris talking about the matter. High-water mark of the lake was the boundary pointed out on the west side of the lake, or Turakirae Block, and the same boundaries were also described in the Turanganui Block. These blocks were sold in 1853. The same arrangement, that high-water mark should be the boundary, was made at the sale of the Tauherenikau and Kahutara Blocks. None of the low-lying land was sold. Am not sure when the earthquake took place, but think it was in 1854 or 1855. The earthquake raised some of the land along the lake. Hikurangi was a place that was covered with water before the earthquake, but after it happened it was raised and became dry land, but I am unable to state the extent of land that was improved in that way. There is a considerable acreage of land raised by the earthquake on the Turakirae Block. Consider that the land improved in that way is worth about £4 per acre. I know of land that was sold to the Government below high-water mark since the sale of 1853. One block in that locality is known as Te Puata. From Ngapiaka to Tauherenikau was sold by Hiko, Wi Tutere, and others. Heard that the settlers desired to open the lake, but cannot say how many years ago. I have no knowledge of the arrangement made by the settlers with the Natives to open the lake. I know of the status of some of the chiefs. Ngawhaha, Hemi te Miha, Hiko, Wi Kingi, Raniera te Iho, Ngairo, Te Manihera, Rangitakaiwaho were chiefs of rank. I do not desire to dwarf the importance of Hiko's position, but Wi Kingi was of superior rank. The reason why I say that Tutepakihirangi was a superior chief to the others was because Te Wharepouri sent for him to establish peace. Te Wharepouri went to see Nuku at Hawke's Bay, but he was dead before he reached, and this was the reason why Tutepakihirangi was sent for. I am unable to describe the relationship between Te Manihera and Wi Kingi. Hiko was not able to sell the lake of his own accord. Heard that his interests were in the lower lake. It was not necessary to ask his permission to fish.

*By Commissioner*: I was about eleven years old when the Turanganui and Turakirae Blocks were sold, but I remember the boundaries being described. The reason why I remember these sales were because my mother took part in the Turakirae sale; the part she sold was situated at Mangatamahine; the other part of the block was sold by Ngawhaha and others. The exterior boundaries of the Turakirae Block commenced at Turakirae, thence to Orongorongo, and up that stream to its source, thence to Ngapiaka, Heretaonga, Ngapewa, Otauirā, along the tohu o te awapuni to Kiriwai, and thence to Turakirae. The boundaries of the Turanganui Block commence at Te Upokokirikiri, thence to the Turanganui River, thence to the mutunga awapuni. These are the boundaries of Raniera te Iho's land. That is the only part of the Turanganui Block that I know of. Do not know about the tohu o te awapuni beyond that. My statement just now relative to the status of the chiefs referred to their position in the district in general, and also to their right to the lakes.

*Piripi te Maari* (recalled): I do not remember stating before Major Heaphy that Wi Kingi and Ngairo had no *take* to the lake, but I remember going before him at Wellington in 1876. Could not have said that Wi Kingi and Ngairo had no interest in the lake, as our interests are identical—*he hapu kotahi*. We all belong to the same hapu. I remember the sale of Hiko in 1876; the persons who joined in it were Hiko and Hemi te Miha; Manihera and Komene Nuku were present at the commencement of the negotiations. I remember a conversation that took place between self and Hiko about the time of the sale. Raniera te Iho and self convened a meeting at Kohunui relative to Hiko's sale, and Hiko and Hemi te Miha were invited to attend, to furnish information relative to it for the information of the meeting. Hemi te Miha came, but Hiko did not attend. Mr. Maunsell was present, and asked me to inform him why the meeting was convened. I informed him that the reason was owing to the people interested in the lake being dissatisfied with Hiko's sale. Recommended him not to pay the £800 until the matter had been fully discussed by the meeting. Mr. Maunsell stated he had nothing to do with the money then, as it was in Hiko's hands,

and he proposed to go and see Hiko. I informed him that Hiko had been sent for, but had not come. Mr. Maunsell went to the Waitapu, where Hiko was, to fetch him, and promised to return if Hiko would attend the meeting, but neither of them came. Hiko explained his action afterwards to us. Mr. Maunsell, on his return to Greytown, put a notice in the newspaper that the lake had been acquired, and invited the settlers to attend a dinner at Te Waihenga to celebrate the circumstance, but we put a notice in the paper contradicting it, and nothing came of Mr. Maunsell's invitation. In 1881 Hiko invited us to go to his place; self and others of the Rakaiwakairi hapu were invited to Tawhitinui, where he was then living. He told us then that the sale of the lake was not made by him, and that he had cautioned Hemi before going to Wellington that if they were urged by the Government to sell the lake they were not to consent, but on their arrival at Wellington, when overtures were made to them to sell, Hemi te Miha was the first to consent. Hiko then said to us that we should be united in objecting to the sale of the lake, because it was Hemi who had consented against the wishes of the people. In the same year as this conversation took place, we applied to the Native Land Court to consider our claim. The cause that led Hiko to sell the lake was through jealousy against Raniera te Iho. Mr. R. Barton was authorised before Mr. Maunsell. He interviewed the Natives in 1872, with a view to effect an arrangement to open the lake. He spoke to self and Raniera te Iho on the subject, and we made it known to the meeting at Te Waitapu. The Rakaiwakairi were present, and amongst them were Hiko and Hemi te Miha. The meeting decided that it was not advisable to sell the mouth of the lake. We did not go to Hiko about the matter. Afterwards Mr. Wardell was authorised to negotiate with the Natives for opening the lake. He convened a meeting of the Rakaiwakairi hapu at Featherston; Hiko, Hemi, Manihera, and Hohaia were present. Self and Raniera te Iho were absent at Wanganui. Raniera returned in time to be present at the latter end of the meeting, but I was too late. The meeting decided that the mouth of the lake should not be disposed of. Mr. Maunsell did not consult us before the sale was made by Hiko. Raniera, self, and others did not know that Hiko and Hemi had sold the lake. The people were much annoyed at not being consulted. No chief or other person had a right to open the lake, or consent to it being opened. Hiko's right over the lake was not superior to that of others. Each hapu and their chiefs had the right over their respective localities. There were several Courts held about the lake. It was in 1881 that the Government claimed the lakes before the Native Land Court. Hiko and others were present. After the claim was called on, I applied on behalf of the Natives that our claim should be withdrawn. The solicitor for the Government then applied that the claim should be dealt with on the Government application. Judge Brookfield asked the solicitor to state the nature of the Government claim, and was informed that Government had bought the interest of seventeen persons in the lake. The Court consented to hear the Government claim, and the Judge pointed out that it conflicted with the Treaty of Waitangi. The Judge consented to grant an adjournment on the application of the solicitor, to enable the question of jurisdiction to be submitted to the Supreme Court. The Judge recommended the Natives to employ a solicitor, and Sir Robert Stout was retained by Raniera te Iho, but I am not aware what took place afterwards. The old mark of the awapuni can be seen on all the blocks, both Turakirae and Turanganui. We consider all the land below high-water mark belong to us. The low-lying land in the Turanganui Block is a large block. The settlers have possession of it, and also of the same class of land in the Turakirae Block. The largest area is on the east side of the lake. I know the parts that are covered with water; it is all good land, and is not much damaged through being submerged by the waters of the lake. The land, when flooded by the lake, is not fertilised by it, but it is by the river flood, which deposits a silt. Hiko told me that the balance of £500 in his possession should be distributed amongst all the persons interested in the sale (*hei korero nui tera nana*). The Natives never consented to sanction Hiko's sale. The reason why the Natives do not desire the lake to be opened is that it is necessary that it should be flooded to bring the eels out of the other lagoons, and places inland where they resort. The eels are attracted by the smell of the salt water to go down to the bottom of the lower lake next the sea, and the Natives can tell when fishing where the different kinds of eels come from.

*Edward S. Maunsell* (sworn): I live at Te Waihakeke. Was formerly the Government Agent in the Wairarapa district. While I was acting in that capacity I was instructed by the Government to try to negotiate with the Natives to acquire the lakes. Do not remember the date correctly, but think it was in 1874 that Manihera Rangitakaiwaho asked me to go to Wellington to see Sir Donald McLean, not about the Wairarapa Lake alone, but about Moroa and other matters in which he was concerned. At a previous interview at Sir Donald McLean's house, at which Manihera was present, he requested me to undertake the acquisition of the Native fishery-rights in the lake. After self and Manihera returned to the Wairarapa, I met him a few days afterwards at Papawai about the lake question. Manihera told me that he had spoken to Hiko about selling the lake, and suggested that I should see Hiko about it, and obtain his consent to sell the lake, as Hiko's consent would be accepted. I went to the Waitapu, and met Hiko there, and asked him if he would sell the lake to the Government. He declined at the time, and remarked that he could not entertain the proposal then until the boundary of Pukio was settled between the Government and the Natives. I reported the result of my interview with Hiko to the Government, and the next time I saw him he expressed a wish to go to Wellington with Hemi te Miha about Pukio, to see Sir Donald McLean. Mr. Clarke, the Under-Secretary, wrote suggesting that four representatives of the Natives should go with me to Wellington to represent the lake question, and Government would pay the expense. Manihera Rangitakaiwaho suggested that himself and Komene Piharau should represent one section of the owners of the lake and Hiko suggested that himself and Hemi Miha should represent the other section. We all proceeded to Wellington, and met at Mr. Halse's office. I had a meeting with the Natives at the Native Hostelry, when Hiko gave his consent to the sale of the lake. I told Manihera that Hiko had consented to sell the lake, and upon that they asked me to obtain £20 to spend in Wellington, and the money was paid them

in Major Heaphy's office. The voucher was signed by Hiko, Hemi, Manihera, and, I think, by Komene, but am not certain. After this we went to Mr. Halse's office to meet Mr. Clarke; Te Watahoro went with us on his own account. A discussion arose as to the division of the money. Hiko said he would agree to divide the money at Wellington, but it should afterwards be taken to the Wairarapa to the people. A quarrel then took place, and nothing more was done that day. This was, I think, on a Saturday. On Monday Hiko and Hemi, being desirous of returning home, I went with them to Mr. Halse's house, in the Tinakori Road, and they signed the deed there. I should have explained that I prepared a draft of the deed for Sir Donald McLean's approval, and on being agreed to it was engrossed by Mr. Grace, of the Native Department. The original intention was only to purchase the fishing-rights, so as to obtain control over the mouth of the lake, but, owing to my zeal in the matter, I inserted a clause making it a cession of the land both under the water and on the margin of the lake as well. I reported to Mr. Clarke that Komere and Manihera would not sign the deed because of the dispute with Hiko about the division of the money, at which Mr. Clarke was very angry, and said he would not pay their return expenses from Wellington. After the deed was signed by Hiko and Hemi, we returned to the Wairarapa, and they went to Te Waitapu. A message was afterwards sent to the Government to remit the purchase-money to Greytown. Some time after this Wi Kingi wrote to the Government complaining that Hiko had not given him a share of the money, and Hiko afterwards told me to pay Wi Kingi £400. I procured the money in gold, and at Wi Kingi's invitation the Natives met at the Greytown Hotel. Manihera Rangitakaiwaho was also invited to attend. The Natives assembled in the billiard-room, and I put the money on the table, and Wi Kingi took possession of it. Manihera then became very violent, and objected to the money being paid in that way. I informed him that I was acting under Hiko's instructions. Some of the Natives received a share of the amount, and Wi Kingi kept £200 for himself. I went down the valley afterwards to Tauranganui with Hemi te Miha to see Raniera te Iho and Maraea Toatoa. We met Piripi te Maari and Raniera te Iho; Hemi was also present. Piripi said, "I have heard that Hiko has sold the lake, but I object, because the people were not consulted." Raniera was asked by Hemi to sign the deed, but said he was going to Te Oreore, and would meet me at Greytown on the Wednesday following, and would sign the deed. Hemi wanted Maraea Toatoa to sign, but she evaded doing so. After obtaining a few more signatures I sent the deed to Wellington. Sir Donald McLean informed me through Mr. Clarke that the transaction was complete. Afterwards a petition was forwarded to Parliament objecting to the sale of the lake, and the Native Affairs Committee, after investigating the matter, recommended that the question be referred to the Native Land Court. The case subsequently came before Judge Brookfield. Amongst those who signed were two women, Arihia Ngawhawha and Hariata Amoake, recognised as having a large interest in the lake. I mentioned Hohaia te Rangī's name to Hiko, and asked if he ought not sign. Hiko said, "No;" that Hohaia had only a very small interest in the lake, and Piripi te Maari and Raniera te Iho were in the same position. Hiko was recognised as a guardian of the lakes, and was the owner from Pekehomia down to the sea. Arihia and Hariata were the principal owners of Kiriwai. From Pekehomia northwards Hiko, Komene, and Wi Kingi were the principal owners. I asked Hiko to meet the dissentients to the sale and talk the matter over. He said he would do so if they came to him. At Kohunui Piripi and others asked me to induce Hiko to attend the meeting there; but he would not do so, as his horses were out on the run. There was no meeting between Hiko and Rakaiwakairi up to the time of his death. I was not paid a salary before 1876. My first occupation was Clerk and Interpreter in the Resident Magistrate's Court. I was well acquainted with all the Lower Valley Natives. Heard frequently from the Natives that they claimed a large tract of land in the Tauranganui Block, between the flood-line and the lake. It is about twenty-eight years since I came to the Wairarapa. Have frequently heard from both the Europeans and Natives that the latter claimed all the low-lying land. It was the Lower Valley people who made the statement—namely, Piripi, Hemi, Hiko, Apiata, and others. These people stated that the land was raised by the earthquake, and was not included in the sale of the Tauranganui Block, as this land was submerged at the time of the sale. Heard Mr. Peter Hume speak about the Native claim about twenty years ago. He ridiculed the idea of their claiming it. The pencil-line on the plan indicates about the approximate position of the flood-line at Tauanui; it reaches within about a quarter of a mile of Mr. Hume's house. The Kahutara Block is about half covered with water. When the lake is flooded some of the settlers get flooded out of their houses. Have not heard that the Natives preferred a similar claim to the low-lying land in the Kahutara Block, except a small strip between Waitahaiti on to Maramamau. Did not hear before that they claimed to the flood-line in the Turakirae Block. The Natives claimed an island in the Ruamahanga, called Ngaawapurua. Mr. Holdsworth, the Crown Lands Commissioner, was instructed to reserve it, but I heard afterwards that it had been bought by Mr. Mathews. Another place was reserved at the mouth of the Turanganui River, where the upper lake flows into the lower (marked N.R. on plan); also, another place at the mouth of the Tauherenikau, agreed to by Sir D. McLean. I went to Hiko because Manihera suggested that I should do so, as he was the recognised chief. Te Waka Tahuahi, Pahoro te Tio, Hemi te Miha also led me to suppose so. Hemi is the only one alive now. Wi Kingi was another, and also Matiaha Mokai, who said that Hiko was an owner, both at Okourewa and Wairarapa Moana. Never heard any difference of opinion about it, either from Natives or Europeans. Hiko was recognised as the chief owner of the fishing claims. Never heard that Te Kai o te Kokopu was the owner of the lower lake, or that Te Hamaiwaho, the chief of the Ngaitahu hapu, obtained the right afterwards from the former; nor that the Ngaitahu hapu had gained a right to the lake through Te Hamaiwaho. Did not hear that Raniera te Iho was a chief who had a paramount control over the lake, or that he claimed all the land adjacent to the lower lake. Heard from Sir Donald McLean that Raniera had a small right on the upper lake, at Allsop's Bay. Raniera te Iho was living at Tauranganui when the block on the east side of the lake was sold, and a grant was





S. PERCY SMITH  
Surveyor General.

Block No 7  
West side of Lake



Tuhitarata  
Block N° 2, East side of Lake

Scale. 80 Chains to an Inch.



subsequently given him for the assistance he afforded the Government to purchase land in the Wairarapa. Manihera Rangitakaiwaho was also given a grant for the same reason. Never heard that Raniera's reserve was specially excepted from the sale. The deed is missing. Cannot say whether there is a copy. The land alluded to in my letter as having been raised by the earthquake is a strip along the margin of the lake in the Kahutara Block.

*By Mr. Menteath* : I bought the land as well as the water in 1876—*i.e.*, the fishing rights, and the land under the water and on the margin of the lake. Hiko was induced to sell the lake. He went to Wellington about the disputed boundary of Pukio, and when there he was induced to sell. I know of the Pukio dispute. Hiko claimed a large parcel of land occupied by Mr. Coleman Phillips. Hiko claimed the swamp, and wanted the matter settled. He declined to enter into negotiations about the sale of the lake until the Pukio difficulty was settled. Government gave him an annuity of £50 per annum ; this was merely a restoration of a former payment of the kind that had been stopped. Hiko retained £400 for his share of the lake purchase-money. This amount was afterwards spent by Hiko, or rather by his son-in-law, Wi Hutana, in the erection of a sawmill at Pukio. The mill was intended to be for the benefit of the people, but I cannot say whether they participated in the proceeds. Hiko held the chief mana over all the lakes, and also a right in common with others in the lower lake. I was guided by Manihera Rangitakaiwaho in going to Hiko. In the lower lake Hiko and Arihia had the control. Took Hiko, Manihera and Wi Kingi's opinion as to whose signatures were necessary to the deed. Hemi and self were down the valley and Hemi asked Raniera to sign the deed, which he promised to do, but he afterwards evaded doing so. I did not ask Piripi to sign. All that Piripi said was that he was *pouri* about Hiko's action about the lake, and his not consulting the people. Hiko said that Maraea Toatoa's name should be obtained, but he ignored Piripi's right to both the upper and lower lake. Said he belonged to the coast. Never heard from the Natives that Piripi te Maari had *he take*, but he was admitted by the Native Land Court. Piripi protested from the first about the sale of the lake on account of the people. The Government desired to acquire the lake. The settlement of the Pukio difficulty had nothing to do with the lake question. A pension was paid to Hiko formerly and restored to him after the settlement of the lake question. I do not consider that the object in giving Hiko a pension was to raise his position. Piripi te Maari is a Kaiwakahaere, but not the principal chief. Hiko's was an ancestral *take*, but not a mana Kaiwakahaere.

*Hoani Paraone Tunuiarangi* : I desire to make an explanation relative to the statement I made the other day concerning Te Maari o te Rangi. I should have stated that he was located at Ngaivi. I have written a statement showing how the various parts on the coast-line were occupied in former times, and also the country adjacent to the lakes. I have included the names of the hapus on the coast line, for the reason that the people owning fishing rights in the lake use to interchange presents of eels with them for saltwater fish. The people on the coast also assisted to defeat the Ngatiawa at Kakaimakatea, and defended the lakes.

*Piripi te Maari* explained that the list handed in by Tunuiarangi ought not to be accepted as a full list of all the owners of the lake.

Commission adjourned to the 6th May to the Government Buildings, Wellington.

GOVERNMENT BUILDINGS, WELLINGTON, WEDNESDAY, 6TH MAY, 1891.

Commission resumed.

Mr. Marchant appeared, and was informed as to the nature of the allegations contained in the petition. Asked for time to look up the particulars. Application granted.

*George Sisson Cooper* (sworn) : I was acting in the Wairarapa as Assistant Land Purchase Commissioner, but I am not acquainted with the purchases made during the year 1853. I was in Taranaki at that time. The Chief Commissioner, Mr. McLean, went to Wairarapa in 1853 to purchase land, and, as the Natives were opposed to selling their land, he commenced operations by buying up small parcels on which the settlers' homesteads were situated, and for this purpose he went about amongst them and ascertained their wants. I think Mr. McMaster's homestead was the first parcel that was sold by the Natives, and after that some other homesteads were acquired. This created a spirit of emulation amongst the Natives, and those who had at first stood aloof began to evince a desire to sell through a feeling of rivalry towards those who had derived money in this way. The first large purchase was made on the west side of the lake (Turakirae Block) ; the second purchase was on the east side (Turanganui Block), but I am not acquainted with the particulars relative to the acquisition of either of these blocks, as the purchase took place before I came to the district. In 1855 I paid the last instalment of the purchase-money on both the east and west blocks. I wrote out the receipts and inserted a description of the boundaries. The margin of the lake was supposed to be the boundary of these purchases. No question had arisen at that time relative to the boundaries. All that I had to do with the matter was to pay the last instalment of the purchase-money. No question was raised at that time relative to the highest flood-line being the boundary of the sold land, or that Government had not acquired the low-lying land. There was no dispute at that time to raise the question. The Natives used to open the lake sometimes, but it usually burst open on reaching a certain height. I believe that the boundaries in the receipt for the last payment for the Turanganui Block are correctly copied from the original deed of sale. I was not present at the Tauherenikau sale, and cannot give any information about it. Was present at the sale of the Kahutara Block. The deed is in my handwriting, but the purchase was negotiated by Mr. McLean. No dispute or difficulty occurred at the sale. The Natives were quite willing to sell. No question arose with the Natives that I am aware of about withholding the low-lying land. All the block is liable to be flooded, and practically it is all low-lying land. I know nothing about the sale of the Taheke Block. Do not consider it is any proof in support of the Native contention that

they did not sell the low-lying land; that a sale of this land was afterwards made, as the Natives about 1858 had learnt to play tricks, and tried to sell land twice over under different boundaries and names. Many of the Natives who made the double sales were afterwards found not to be the proper owners. Am of opinion that a sale of this kind cannot be accepted as proof that the land had not been previously sold. I do not remember now, after so long a lapse of time, the names of any other blocks that were sold twice over. The Kumenga Block was probably sold in the same way. The spit from Kiriwai to Okourewa was not sold. I have no knowledge of the particulars relative to the sale by Hiko and others in 1876. Am unable to give an opinion as to whether the Road Board are acting under authority in opening the lake, but consider it is not right they should do so without consulting the Natives.

*By Mr. Menteath* : Have heard of numbers of Natives selling land that did not belong to them. After reading the remarks relative to the sale of the Taheke Block, in Mr. McLean's return, it seems to me that it was not a mistaken sale. I was not present in 1853 at the execution of the deeds of Turakirae, Turanganui, and Tauherenikau. I was present at the sale of the Kahutara Block. Am of opinion if the Natives only sold to high-water mark—*i.e.*, the highest flood-line, that it would have been so stipulated in the deed of cession, especially if it was looked on as a matter of importance by the Natives. Am certain that if a stipulation of that kind had been made relative to the Kahutara Block that it would have been inserted in the deed. Could not state positively, owing to the lapse of time, that no stipulation of the kind was made. It could not mean that all the land liable to be submerged was excluded from the sale. High-water mark of the lake, according to my view of the term, is the highest flood-line the lake reaches on its margin under ordinary circumstances, and not the extension to the highest flood level when the lake is closed. The Kahutara deed was the only one I wrote. I did not take part in any of the proceedings in 1853.

*By Commissioner* : Touching the stipulation in the Turakirae deed conferring a right on the Natives to fish for eels on any of the land undrained by the Europeans, I should consider that was proof of the fact that the low-lying land in that block was not retained by the Natives, otherwise there would be no occasion to have inserted a consideration of this kind. Cannot say whether the same stipulation was contained in the Taranganui deed; but if there was I should think it would be found in the list of reservations.

Examination closed.

Commission adjourned from day to day until Mr. Marchant is prepared to give evidence,

Mr. Marchant, in consequence of having to remove to Canterbury, was unable to attend, and notified that he had requested Mr. Mackenzie to look up all the particulars obtainable in the Survey Department.

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8TH JUNE, 1891.

Mr. Mackenzie attended and stated that he would furnish a memorandum embodying all the particulars obtainable in the Survey Department. Memorandum received and attached to supplementary list of papers. Memorandum received from Mr. Sheridan also attached.

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10TH JUNE, 1891.

Commission closed.

Report signed and forwarded to His Excellency the Governor.

COPIES OF CORRESPONDENCE, TOGETHER WITH COPIES OF DEEDS OF PURCHASE BY THE CROWN, WITH OTHER DOCUMENTS, FROM 1853 TO 1891.

SCHEDULE OF COPIES OF CORRESPONDENCE, ETC.

- No. 1. 2nd September, 1853; Mr. Commissioner McLean to Civil Secretary, New Munster; reporting purchase of a block of 150,000 acres at Wairarapa—Turakirae Block.
- No. 2. 7th September, 1853; Mr. Commissioner McLean to Civil Secretary, New Munster; reporting purchase of the Lower Wairarapa Valley—Turanganui Block.
- No. 3. 22nd September, 1853; Mr. Commissioner McLean to Civil Secretary, New Munster; Wairarapa Natives have signed a deed of sale for 300,000 acres—Tauherenikau Block.
- No. 4. 23rd December, 1853; Mr. Commissioner McLean to Commissioner, Crown Lands, Wellington; has agreed to purchase from Natives 19,000 acres, including the site of Featherston—Owhanga Block.
- No. 5. 30th December, 1868; Raniera te Iho and others to G. S. Cooper, Esq., Deputy Land Purchase Commissioner; requesting that no person be allowed to open by artificial means the outlet of the Wairarapa Lake.
- No. 6. 31st January, 1874; Mr. Commissioner McLean to H. Wardell; instructions to purchase certain alleged rights to closing the lakes.
- No. 7. 28th October, 1874; E. S. Maunsell to H. T. Clarke, Native Under-Secretary; suggestion as to purchase of claims of Natives in the Wairarapa Lakes.
- No. 8. 23th October, 1874; H. T. Clarke, Under-Secretary, to Hon. Native Minister; Wairarapa Lakes never ceded to Crown; also, minute of Sir Donald McLean.
- No. 9. 29th October, 1874; H. T. Clarke, Under-Secretary, to Hon. Native Minister; memorandum on Mr. Maunsell's suggestion above.
- No. 10. 8th February, 1875; E. S. Maunsell to the Native Secretary; calling attention to a paragraph which appeared in the *New Zealand Times* regarding the opening of the Wairarapa Lake.
- No. 11. 5th February, 1875; John P. Russell to the Colonial Secretary; forwarding copy of resolution of landholders round Wairarapa Lake as to opening channel.
- No. 12. 13th February, 1875; H. A. Atkinson to H. Halse, Assistant Under-Secretary, Native Affairs; to prepare telegram for Sir Donald McLean, informing him of resolution made by settlers.
- No. 13. 16th February, 1875; Sir Donald McLean to Hon. Major Atkinson; resolution of settlers preposterous.
- No. 14. 22nd February, 1875; H. Halse to John Russell; acknowledging receipt of resolution, and regretting course proposed by settlers.
- No. 15. 27th February, 1875; E. S. Maunsell to H. Halse, Native Secretary; asking for papers and instructions; also minute of Under-Secretary, Native Office.
- No. 16. 9th March, 1875; E. S. Maunsell to H. Halse, Native Secretary; reporting result of inquiries as to Wairarapa Lakes purchase.
- No. 17. 18th March, 1875; H. Halse to E. S. Maunsell; instructions to negotiate for smaller sum than £1,200.
- No. 18. 24th March, 1875; E. S. Maunsell to H. Halse, Native Secretary; reporting result of interview with principal Wairarapa chiefs.
- No. 19. 29th September, 1876; Hon. John Bryce; report on petition of Manihera te Rangitakaiwaho and others of Wairarapa.
- No. 20. 1877; Peter Hume, Donald Sinclair, John Hume, and eighteen others to the honourable House of Representatives; petition.
- No. 21. 29th October, 1877; Hon. John Bryce; report on above petition of Peter Hume and others.
- No. 22. 20th February, 1878; Tunuiarangi Paraone and others to Hon. Native Minister; stating conditions agreed to by Natives.
- No. 23. 11th June, 1881; James Booth and E. S. Maunsell to Hon. Native Minister; questions on points of law which will probably arise during investigation.
- No. 24. 13th June, 1881; Hon. W. Rolleston to Solicitor-General; memorandum on report by Mr. Maunsell.
- No. 25. 22nd June, 1881; William FitzGerald to the Assistant Law Officer; result of proceedings in Native Land Court, at Greytown.
- No. 26. 4th July, 1881, Richard J. Gill; memorandum on Mr. FitzGerald's report of result of Native Land Court proceedings.
- No. 27. 20th July, 1881; Hon. W. Rolleston to Richard J. Gill; memorandum on Mr. FitzGerald's report of result of Native Land Court proceedings.
- No. 28. 11th July, 1881; Richard J. Gill to the Solicitor-General; asking advice as to further action.
- No. 29. 11th July, 1881; Hon. W. Rolleston to the Assistant Law Officer; to look into matter at once.
- No. 30. 12th July, 1881; W. Miller Lewis, Assistant Law Officer, to Richard J. Gill; advice as to further action.
- No. 31. 21st June, 1881; Hon. W. Rolleston to the Solicitor-General; asking what course is best to be taken.
- No. 32. 22nd June, 1881; W. S. Reid to Assistant Law Officer; instructions to prepare draft conveyance from Natives to Crown.
- No. 33. 12th July, 1881; Assistant Law Officer to Richard J. Gill; forwarding draft conveyance.
- No. 34. 23rd October, 1882; Richard J. Gill to Hon. Native Minister; reporting progress of negotiations for purchase of lakes.
- No. 35. 24th October, 1882; Hon. J. Bryce, Native Minister, to R. J. Gill; authorising expenditure of £1,000.
- No. 36. 24th October, 1882; Hon. Native Minister to R. J. Gill; latter of two courses suggested in telegram best.
- No. 37. 24th October, 1882; R. J. Gill to Hon. Native Minister; requesting him to reconsider his decision.
- No. 38. 26th October, 1882; copy of evidence taken of proceedings of Native Land Court.
- No. 39. 29th January, 1884; R. J. Gill to Hon. Native Minister; reporting action as Land Purchase Officer at sitting of Native Land Court, Greytown.
- No. 39A. 20th April, 1885; E. S. Maunsell to Under-Secretary, Native Office; reporting result of interview with Piripi te Maari.
- No. 40. 24th April, 1885; Piripi te Maari to Richard J. Gill; will consent to river being opened on being requested by settlers.
- No. 41. 23th May, 1885; E. S. Maunsell to Under-Secretary, Native Office; expressing views at length on Wairarapa Lakes question.
- No. 42. 14th March, 1886; W. C. Buchanan to Hon. Native Minister; urging Government to take steps to have lake opened.
- No. 43. 1886; P. Sheridan; memorandum showing names of Natives who sold their interests in 1876.

- No. 44. 12th November, 1886; T. W. Lewis, Under-Secretary, Native Office; report of interview of deputation of Wairarapa Natives with Hon. Native Minister.
- No. 45. 27th May, 1886; J. A. Jury (Te Whatahoro) to Hon. Native Minister; he and his party are agreeable to sell their shares in the lakes.
- No. 46. 29th October, 1886; Piripi te Maari and others, to Hon. Native Minister; second meeting of Committee been held, and have decided to an outlet being made during months of April and May.
- No. 47. 8th January, 1887; Hon. Native Minister to W. Morpeth; directions to write Mr. Bunny requesting him to see Piripi te Maari.
- No. 48. 24th February, 1887; Henry Bunny to Hon. Native Minister; forwarding translation of certain resolutions passed by Wairarapa Native Committee.
- No. 49. 21st February, 1887; Piripi te Maari and others to Major Henry Bunny; resolutions of Native Committee.
- No. 50. 25th February, 1887; P. Sheridan; memorandum questioning power of Native Committee to deal with Wairarapa Lakes question.
- No. 51. 13th May, 1887; Piripi te Maari and others to Hon. Native Minister; all people interested in lakes have decided neither to sell nor lease to the Government.
- No. 52. 1887; C. A. Pownall; draft deed of agreement between Government and Wairarapa Natives.
- No. 53. 22nd March, 1888; T. W. Lewis, Under-Secretary, Native Office, to Hon. Native Minister; memorandum containing Mr. Buchanan's (M.H.R.) suggestion that opinion of Law Officers be taken.
- No. 54. 22nd March, 1888; Hon. Native Minister to Solicitor-General; instructions to advise upon point raised.
- No. 55. 24th March, 1888; Solicitor-General; opinion as to power to carry out drainage-works.
- No. 56. 31st May, 1888; Hon. Native Minister to Solicitor-General; instructions to advise generally.
- No. 57. 14th September, 1888; Solicitor-General to Hon. Native Minister; advising generally as to position of Crown.
- No. 58. 10th September, 1890; Thomas MacKenzie, Chairman, Native Committee; report on petition of Piripi te Maari and others.
- No. 59. 1890; Hoani Turi to Whatahoro and forty-nine others to the House of Representatives; petition asking that their grievances may be thoroughly inquired into.

#### SCHEDULE OF SUPPLEMENTARY CORRESPONDENCE AND DOCUMENTS.

- No. 60. 14th February, 1881; Hon. Native Minister to the Chief Judge, Native Land Court; application to have interest of Crown defined.
- No. 61. 7th May, 1880; H. M. Rangitakaiwaho and others to Native Land Court; boundaries of Wairarapa Moana North from Natives, application for investigation.
- No. 62. 7th May, 1880; Piripi te Maari and others to Native Land Court; boundaries of Wairarapa Moana South from Natives, application for investigation.
- No. 63. 22nd July, 1881; Chief Surveyor, Wellington, to R. J. Gill; cannot finally decide upon boundaries for plan on deed until maps are inspected.
- No. 64. 21st July, 1881; Richard J. Gill to the Chief Surveyor; boundaries of lakes for inspection.
- No. 65. 26th October, 1882; Piripi te Maari to Judge of Native Land Court, Greytown; objects to Court dealing with Government claim.
- No. 66. 21st October, 1882; Piripi te Maari to Judge of Native Land Court, Greytown; asks Court to produce deeds of cession, &c.
- No. 67. 10th March, 1883; Chief Surveyor to Registrar, Native Land Court, Wellington; asking for information as to boundaries for orders in favour of Crown.
- No. 68. 12th March, 1883; Registrar, Native Land Court, to Judge Brookfield; requesting him to furnish information required by Chief Surveyor.
- No. 69. 28th March, 1883; Judge Brookfield to Registrar, Native Land Court; no particular portion of either lake was awarded to Crown, but only seventeen interests.
- No. 70. 2nd June, 1891; Judge Mackay to P. Sheridan; asking for additional information.
- No. 71. 9th June, 1891; P. Sheridan to Judge Mackay; deed of 14th February, 1876, was intended to settle all difficulties.
- No. 72. 9th June, 1891; Judge Mackay; copy of clause 3, "Native Land Acts Amendment Act 1881," and other memoranda.
- No. 73. 8th June, 1891; James MacKenzie, Chief Draughtsman, to J. H. Baker, Esq., Chief Surveyor; generally on lake question.
- No. 74. 9th June, 1891; Chief Surveyor to Judge Mackay; memorandum as to boundaries.
- No. 75. 9th June, 1891; Menteath and Staveley to Judge Mackay; Mr. A. Sinclair can give important evidence.
- No. 76. 9th June, 1891; Judge Mackay; non-receipt of memorial from Mr. Menteath has delayed sending in report.

#### SCHEDULE OF COPY-DEEDS, ETC.

- No. 77. 26th October, 1882; order of Court; order of Native Land Court, showing that the Crown had acquired seventeen undivided shares.
- No. 78. Judgment of Richmond, J., in Chambers; claim of Hiko Piata and others in the Native Land Court.
- No. 79. 13th November, 1883; certificate of title under "Native Land Court Act, 1880," in favour of Raniera te Iho and 188 others.
- No. 80. Deed of confirmation; Native chiefs, owners of lakes, to Crown, with plan.
- No. 80A. Schedule of lands abutting on the upper and lower lakes sold to the Europeans.
- No. 81. Extract from *New Zealand Mail*; summary of business of Wairarapa Lake Commission.
- No. 82. 1st September, 1853;\* deed of conveyance; Natives to Crown of Turakirae Block for £2,000.
- No. 83. 13th September, 1855; deed receipt; Turanganui Block, receipt for £400, final instalment.
- No. 84. 13th September, 1855; receipt for last instalment of purchase-money, land on east side of lake.
- No. 85. Schedule of reserves; reserves in Block No. 2, east side of lake.
- No. 86. 19th September, 1853; deed of conveyance; Natives to Crown, Tauherenikau No. 4 Block.
- No. 87. 13th December, 1853; receipt for £100 for Te Kumenga Block.
- No. 88. 14th December, 1853; deed of surrender, Natives to Crown; land on west side of lake, called the Patunga-a-Matangi Reserve.
- No. 89. 22nd December, 1853; deed of transfer; chiefs of Ngatikahungunu to Crown of Waiorongomai Block for £100.
- No. 90. 23rd December, 1853; deed of transfer; chiefs of Ngatikahungunu to Crown of Owanga Block for £1,000.
- No. 91. 23rd December, 1853; deed of transfer; chiefs of Ngatikahungunu to Crown of Manihera's reserve at Owanga.
- No. 92. 5th December, 1854; deed of transfer; chiefs of Ngatikahungunu to Crown of Kahutara Block.
- No. 93. 21st January, 1862; receipt by Manihera and others for £300 on account of Taleke Block.
- No. 94. 14th February, 1876; deed of conveyance; chiefs of Ngatikahungunu to Crown of Wairarapa Lakes.
- No. 95. 6th September, 1853; deed of conveyance; chiefs and people of Ngatikahungunu, Turanganui Block.

\* See deed of conveyance dated 6th September, 1853, No. 95.

No. 1.—Mr. Commissioner McLEAN to the CIVIL SECRETARY, New Munster.

SIR,—

Wairarapa, 2nd September, 1853.

I have the honour to report to you, for the information of His Excellency the Lieutenant-Governor, that the Wairarapa Natives signed a deed of sale, and were paid the first instalment of £1,000, yesterday for a tract of country consisting of about 150,000 acres, and bounded on the north-east side by the Wairarapa River and Lake, and on the south-west by the lands acquired from the Ngatiawa Tribes, of Wellington.

This purchase includes several tracts of country about the Mangaroa and Pakuratae, and other valleys and mountain-ranges through which the new line of road passes, and to which their claims have not been previously extinguished, although the presumption has been, according to the maps of the Wellington and Porirua districts, that these tracts had been ceded by the Ngatiawa and Ngatitōa Tribes, whose right to have done so beyond a certain boundary agreed to between themselves and these Natives (the Ngatikahungunu) was, at least, very questionable.

The terms of this purchase, as authorised by His Excellency, are a payment of £2,000 in yearly instalments, and 5 per cent. of the net proceeds of all future land-sales within it that may be realised by the Government after deducting the general expenses of surveying and laying-off the land for sale.

A first instalment of £1,000, the receipt of which is acknowledged in the deed of sale, was paid over to the Natives yesterday. A second instalment of £500 is to be paid to the Natives in May, 1854, and the last, or third, instalment of £500 is to be paid in May, 1855.

The deed of sale provides that the 5 per cent. payable to the Natives, in addition to the following sums, should be set apart for the following purposes, in such proportions and at such periods as the Governor of New Zealand, or an officer appointed by him, and the Natives themselves may mutually agree to: For schools, hospitals, and medical attendance, flour-mills, and annuities for the chiefs who have ceded their lands. But it is reserved entirely to the Governor, or an officer acting for him, as to whom, at what periods, and how these annuities are to be distributed. Rents, which will now cease, to the amount of £120 a year have been paid to the Natives for land leased within this purchase by the parties named in the margin.

The survey of such of the external boundaries as are not defined by natural features of the country, and of the Native reserves within this block, demand my immediate attention, in order that the district may be thrown open for selection, and that there may be no disputes or difficulties as to boundaries hereafter with the Natives.

The names of the boundaries of the different reserves—only four in number—together with a right of eel-fishing in such places as may not be drained by the Europeans, are particularly specified in the deed of sale, a translation of which I herewith enclose.

His Excellency having himself taken an active part in directing how this negotiation should be carried out until it was nearly brought to a termination, I need not enlarge any further on the details connected with it, beyond stating that I have every reason to expect that it has so far satisfied the Natives that it will be the means of leading to the acquisition of additional tracts of land in this valley.

I have, &c.,

The Civil Secretary, Wellington.

DONALD McLEAN, Land Commissioner.

No. 2.—Mr. Commissioner McLEAN to the CIVIL SECRETARY, New Munster.

SIR,—

Wairarapa, 7th September, 1853.

I have the honour to report to you, for the information of his Excellency the Governor, that I have concluded the purchase of the lower portion of the Wairarapa Valley.

The purchase includes the home stations and runs of several of the settlers, and extends inland from the coast about seven miles. It is well bounded by the Aorangi Range of mountains on the east, by the Wairarapa Lake on the west, and by the Paharakeke Stream that falls from the Aorangi Range inland, the sea forming the boundary on the coast.

The consideration for this block, besides 5 per cent. net proceeds on all future land-sales for certain Native institutions, as instructed by His Excellency, is £1,100. Of this amount the Natives have received £700 yesterday, and I have arranged—as there must be considerable outlay for land-purchases this year—that the second and last instalments should not be paid until May, 1855.

An intelligent young chief—Raniera—who was the principal claimant to both the districts lately acquired by the Crown, was chiefly induced to relinquish his claim so readily to this portion of the valley under an understanding that he should have a Crown grant for a block of land bounded by the lake and Turanganui River on the one side and inland by the Te Kope Road to the coast. Raniera has out of this block given up the right of the ferry, which yielded him a rent of £12 a year, to the Government, besides 80 acres of land for the ferry station, which should be permanently retained by the Government, to insure, under certain regulations, proper accommodation for travellers, and due attention to the ferrying of passengers and stock. Raniera's block is of considerable extent—probably it may contain 1,400 acres; but this is certainly not more than he is entitled to have a grant for, as he is a proprietor of several horses and cattle, and has arranged this morning to purchase fifty or sixty sheep. It is, moreover, very desirable to secure such possessions to principal chiefs under titles from the Crown, and I therefore beg to recommend that when a survey of Raniera's land is made His Excellency may be pleased to grant him a Crown title for it.

The reserves within the purchase are pretty-well defined by natural boundaries. At the same time, it is necessary that a surveyor should be placed as soon as possible under my instructions to have them marked off. I do not consider, however, that the resident settlers should be delayed on this account from selecting and purchasing their homesteads and runs, as they are generally aware of the extent and position of the different reserves; and, as they have been held so long under a precarious and disagreeable tenure, I conceive that they should now have every facility afforded them to secure their possessions without further delay, with an understanding, of course, that no grant is issued to them beyond a pre-emptive right of selection until the necessary surveys are fully completed. A thoroughfare of 100ft. deep, to allow for the overflowing of the river, should be reserved on the right and left banks of the Turanganui River, to afford the Natives free access to their several cultivations on the banks of the river, and to facilitate the conveyance by canoes of European and Native produce to the ferry. A right of public road through all the Native reserves is secured to the Crown.

In addition to the general reserves specified in the deed of sale, I consider it advisable that a special reserve of 50 acres out of the lands ceded to the Crown should be made to Rihari, the principal Church of England missionary in the valley, who was almost destitute of land, from having no claims to any in this district himself.

I herewith enclose a (copy) translation of the deed of sale which was executed by the Natives yesterday.

The Colonial Secretary, Wellington.

I have, &c.,

DONALD McLEAN, Land Commissioner.

No. 3.—Mr. Commissioner McLEAN to the CIVIL SECRETARY, New Munster.

SIR,—

Wairarapa, 22nd September, 1853.

I have the honour to report to you, for the information of His Excellency the Governor, that the Wairarapa Natives have signed a deed of sale, and received a first instalment on the 19th instant, for a tract of country comprising in the whole about 300,000 acres.

This district is situated, as indicated on the enclosed tracing, on the north-west side of the Wairarapa Lake, and extends to the ranges on the westward above Otaki and Waikanae. That portion of it within the Wairarapa Valley, estimated at 30,000 acres, extends from the boundary of the first purchase at the new line of road to the Waingawa River, near Mr. Donald's station.

The block within the Wairarapa Valley is described by several travellers as being well supplied with wood and water, excellent timber for building, and fine rich soil at the Waiohine and the slopes under the Tararua Range. I have no doubt, considering all these advantages, and its proximity to the new line of road, that this must become an eligible site for agricultural settlement. The consideration to the Natives for the whole purchase, as shown in the translation of the deed of sale herewith enclosed, is £2,000, and the remaining £1,000 is to be paid in five yearly instalments of £200 each, besides 5 per cent net proceeds on all sales that may be made by the Government.

I herewith have the honour to enclose, for his Excellency's information, tracings furnished to me by Captain Smith of the several larger purchases concluded in the district up to the present time.

I have, &c.,

The Civil Secretary, &c., Wellington.

DONALD McLEAN, Land Commissioner.

No. 4.—Mr Commissioner McLEAN to the COMMISSIONER of CROWN LANDS, Wellington.

SIR,—

Wellington, 23rd December, 1853.

I have the honour to inform you that I have arranged to purchase from the Natives that block of land formerly reserved by them at the entrance of the new line of road at Burling's, including the site so much required by the small farming association for their own town and suburban lands.

The whole of the block is estimated at 19,000 acres, and, as it is of such urgent importance to acquire it, I have agreed to pay the Natives £1,000 for it, the Natives at the same time offering to give the Government an additional block of land elsewhere in consideration of the high price they are to receive. To conclude this purchase with the least possible delay, I should feel obliged by your furnishing me with the sum of £1,000 to-day, as you are aware how essential it is to settle this question as soon as possible.

I have, &c.,

The Crown Commissioner, Wellington.

DONALD McLEAN, Land Commissioner.

No. 5.

To Mr. Cooper.

Turanganui (Wairarapa), 30th December, 1868.

FRIEND, Salutations.—This is a word from all of us—a request that the arrangement made by the Government respecting our eel-fisheries should be confirmed. That law was set up by the Government in 1853. This was the word: No one, either pakeha or Maori, was to open the channel. If any one interferes to open the channel let him be tried before the Magistrate. Government said that a fine of £50 should be inflicted, for that place is a bridge, a road down which every one can travel. There are some of our European gentlemen friends living who are acquainted with that law, and we hold it now.

Sufficient. We now request you to confirm that law; that bridge is not for us alone; that road is for every one. This was the word of the Government: If the water itself were to break out of the mouth of the lake it would be well; but the hand of man was not to touch it to dig out the channel. That was not meant for one year only; no, it was for all the years which are in the future, even to future generations. We will keep this law for ever and ever; and do you publish that rule that



all, both pakeha and Maori, may know it. You wished me to remark on the subject. It is well. Sufficient from all of us.

Raniera te Iho,	Hemi te Miha, and others.
Wairarapa Moana (Te Tonga).	
Raniera te Iho.	Tiki Pahura.
Piripi te Maari.	Aporo Hare.
Maraea Toatoa.	Tamihana Hiko.
Tunuiarangi.	Paraone Pahoro.
Hohaia te Rangi.	Paiura Watarauhi.
Apiata Hakiaha.	Ramari Watarauhi.
Raharuhi Anaru.	Te Kooro te Kahu.
Wairarapa Moana (Whakatera).	
Raniera te Iho.	Paratene Nuku.
Piripi te Maari.	Wi Tutere,
Maraea Toatoa.	Matini te Ore
Hohaia te Rangi.	Pahoro te Tio.
Tamihana Hiko.	Ngatuere Tawhao.
Paraone Pahoro.	Manihera Rangitakaiwaho.
Ramari Watarauhi.	

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No. 6.

Native Office, 31st January, 1874.

I HAVE the honour to inform you that, while on the one hand the Wairarapa settlers are anxious for periodical openings of the Wairarapa Lake to the sea, in order to afford additional pasture for their cattle, Raniera and other Natives, on the other hand, object to it, as they say such openings injuriously affect their eel-weirs. I wish, therefore, that you should see the latter, and endeavour to arrange with them to buy out their alleged right to the closing of the lake. As the matter is of importance to the settlers in the vicinity, you are authorised to offer as high as £200 to buy out any presumed claims the Natives may have to object to the letting-out of the waters of the lake at times when it is so full as to take away pasture-grounds.

H. Wardell, Esq.

DONALD McLEAN.

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No. 7.

Wellington, 28th October, 1874.

I THINK it would be advisable that the Government should, instead of purchasing the Native claims for fishery on the Wairarapa Lake, to purchase their rights to whatever land may be hereafter reclaimed from the lake by natural causes, inclusive of their claims of fishery. As the Wairarapa Lake appears to be rapidly filling up, and if the mouth of the lake can be kept open by the settlers there will be a considerable extent of grazing-land rendered available, outside of the boundary of the land sold to the Crown. I annex a sketch showing the boundaries of sale, up to the margin of the lake.

E. S. MAUNSELL.

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No. 8.

The Hon. the Native Minister, Napier.

Government Buildings, 28th October, 1874.

No. 144.—*Re WAIRARAPA LAKE.*—Have gone into the matter and examined deeds, and conclude that Wairarapa Lake has never been ceded. Deed of West Wairarapa follows on borders of the lake to Patungamatangi; thence to Kiriwai on the coast; thence along sea-coast eastward. The spit has never been ceded, nor do I see how we can fairly claim that part of the lake which has become dry land since purchases were made; will send you paper on subject by post.

H. T. CLARKE, Under-Secretary.

Of course, the lake affects the interests of only a few, and no large expenditure can be incurred by the public. At the same time, if the settlers interested will state distinctly what they want, and what they are prepared to pay for extinguishing the rights referred to, Mr. Maunsell could then negotiate.

28th October, 1874.

DONALD McLEAN.

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No. 9.—MEMORANDUM for the Hon. the NATIVE MINISTER.

29th October, 1874.

WITH reference to Mr. Maunsell's memorandum, hereto attached, I would state, for your information, that I have gone over the boundaries of the land sold on the west side of Wairarapa Lake. The boundary starts at Turakirae, follows the course of the Orongorongo Stream thence to several places named, into the Otairia Stream, following it down to the lake; then it follows west bank of lake to Patungamatangi; then to Kiriwai, straight out to the coast, following along coast to starting-point, Turakirae. Certain eel-fishing rights are named, but, as I take it, these can only refer to spots within the boundary.\*

The purchases on the east side follow the east margin of the lake to the mouth and then along coast to eastward. Clearly, then, the dry strip of land and shingle between outlet of lake and Kiriwai has never been ceded. I submit, therefore, that the Government cannot equitably claim a right to the lake, nor to any land which has since the cession become dry land through natural causes.

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\* *Vide* your letter land-purchase, printed papers, page 258, 2nd September, 1853.

If Manihera Rangitakaiwaho informs me correctly this view has already been conceded. He tells me that originally the land on the east side of lake was sold down to margin of water. At time of great earthquake there was a considerable block of submerged land near Ruamahanga upheaved, which has since been sold to the Government.

A rough tracing is attached to the appended papers, on which I have dotted in red ink the boundary of purchases according to deed. The red line includes the well-defined Native reservations. I am led to believe, if the Government buy out the Native right to the lake, it will not cost less than £1,000.

HENRY CLARKE.

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No. 10.

SIR,—

Greytown, Wairarapa, 8th February, 1875.

I have the honour to bring under your notice a paragraph (copy annexed) which appeared in the *New Zealand Times* newspaper of the 5th instant, relative to a meeting held by certain settlers here regarding the opening of the Wairarapa Lake.

You are aware that I have been instructed by the Government to enter into negotiations with the Natives for the surrender of their fishery-rights in that lake. Subsequently I was directed by telegram not to proceed in the matter until the return to Wellington of the Hon. the Native Minister. I have acquainted the settlers interested in the matter of the substance of the telegram, and also to-day have written remonstrating with them upon the action they purpose taking.

There will be much sympathy evinced towards the Lower Valley Natives should their fishery-rights be invaded by the pakeha, and insurmountable difficulties will be the result in the adjustment of the question. The settlers should, I submit, be advised by the Government to refrain from any overt act of this nature.

I have, &c.,

The Native Secretary, Wellington.

E. S. MAUNSELL.

The *Standard* reports that a meeting of the landowners on the banks of the Wairarapa Lake was held at Featherston on Monday last. Present: Mr. J. P. Russell, who was appointed chairman of the meeting; Messrs. C. Pharazyn, P. Hume, D. McMasters, J. Tocker, J. Donald, A. Matthews, W. Williams, F. Beckett, J. Wilkinson, and John Feast. For particulars of extract, *vide* resolution forwarded by Mr. Russell, chairman of meeting.

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No. 11.

SIR,—

Greytown, 5th February, 1875.

I have the honour to enclose, for the information of the Government, a copy of a resolution carried at a meeting of the landholders on the banks of the Wairarapa Lake, held at Featherston on the 1st instant.

I have, &c.,

The Colonial Secretary, Wellington.

JOHN P. RUSSELL, Chairman.

COPY of a RESOLUTION carried at a Meeting of the Landholders on the Banks of the Wairarapa Lake, held at Featherston on the 1st February, 1875.

PROPOSED by Mr. C. Pharazyn, and seconded by Mr. P. Hume, "That this meeting pledges itself to test the question as to the right of opening the mouth of the Wairarapa Lake by digging a channel for the water on the first occasion on which it is sufficiently high after the 1st March next, and, in the event of legal proceedings being taken against the persons doing so, to subscribe the necessary funds to decide the matter in a permanent way; and that copies of the above be sent to both the General and Provincial Governments, with an intimation to the effect that the settlers are only forced by the urgency of the case to come to this decision, which, if carried out, they are well aware may not improbably lead to a dispute with the Natives, the consequences of which may be more or less serious, and that under these circumstances they would urge upon the Government to make further efforts in the meantime to settle the question in a more amicable manner." Carried.

JOHN P. RUSSELL.

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No. 12.

Mr. Halse.

PREPARE telegram for Hon. Sir D. McLean, informing him of meeting of settlers, and the resolution they came to; also, that I have seen Mr. Maunsell, who is of opinion that the Wairarapa Lakes should be purchased, and that he thinks he could obtain them for a reasonable sum. Ask what action, if any, should be taken. Say settlers appear determined to try the question, and that the Natives will probably resist.

13th February, 1875.

H. A. ATKINSON.

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No. 13.

Hon. Major Atkinson, Wellington.

Grahamstown, 16th February, 1875.

I was under the impression that Mr. Maunsell had already been instructed to negotiate about the Wairarapa Lake. Some time ago Mr. Wardell was instructed, and all papers were sent to him, but Mr. Maunsell would more effectually do it. The resolution of the settlers is simply preposterous, and cannot be entertained for a minute.

DONALD McLEAN.

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No. 14.

John Russell, Esq., Chairman.

Native Office, 22nd February, 1875.

I AM directed by Hon. Major Atkinson, in the absence of the Native Minister, to acknowledge your letter dated the 5th instant, covering the copy of a resolution carried at a meeting of the landholders on the banks of the Wairarapa Lake, held at Featherston on the 1st instant.

In reply, I am to inform you that Mr. E. S. Maunsell has been instructed to negotiate without delay with the Natives for the purchase of the Wairarapa Lakes, and that his efforts to settle the question will be materially aided by the settlers adopting a conciliatory course towards the Native owners whilst the negotiations are pending. I am further to state that Major Atkinson regrets to learn that settlers residing in a Native district, should pledge themselves to do an act which they state may probably lead to a dispute with the Natives the consequence of which may be more or less serious, and wishes it to be clearly understood that such action can in no way be countenanced by the Government.

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No. 15.

H. Halse, Esq., Native Secretary, Wellington.

Greytown, 27th February, 1875.

PLEASE send paper and instructions *re* Wairarapa Lake. Am I to negotiate for the whole, and what limited amount to go to.

E. S. MAUNSELL.

For Hon. Major Atkinson's instructions.—H. HALSE, 2nd March, 1875.

By the direction of Hon. Major Atkinson I wired to Mr. Maunsell to negotiate for the purchase of both the Wairarapa Lakes, and report the price he considers fair and reasonable before closing with the Native owners. I also asked him to name the papers called for.—H. HALSE, 3rd March, 1875.

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No. 16.

SIR,—

Wellington, 9th March, 1875.

I have the honour, in compliance with Mr. Halse's instructions, to report that after due inquiry I find a considerable area of land within the boundaries of the Wairarapa Lakes, and not ceded to the Crown, will be rendered available for grazing purposes if the lower lake is opened at certain periods, and in the manner proposed by the settlers interested in the purchase of the Native claims and rights to those lakes. The extent of the reclaimed land may be computed, as far as I can learn, at about 2,000 acres beyond what the Government have already sold.

Under these circumstances, I consider a sum not exceeding £1,200 a fair price to be paid to the claimants for the whole of the land under and on the margin of those lakes, the purchase of their fishery-rights to be included. Possibly the Natives claiming may accept a considerably less sum. This, however, can be ascertained during the negotiation.

One of the claimants—Te Manihera—is now at Waikato. I would suggest that, as he may not return to Wairarapa for some months, only a portion of the purchase-money, sufficient for the fishery-right—say, £400—be paid during his absence, the remainder to be paid when he joins in a deed for the land aforementioned, his claim being for a portion of such only, and not for the fishery.

I would submit that two deeds be prepared by the Law Officer—one for the fishery-right, which I can at once proceed in negotiating, the other for the purchase of the land, and all pertaining to the lakes.

The recent action of certain settlers, already brought under the notice of the Government, has created a considerable degree of excitement in the Native mind, and will be the means of rendering the negotiations difficult.

I have, &c.,

E. S. MAUNSELL.

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No. 17.

Mr. Maunsell.

18th March, 1875.

I AM directed by Hon. Major Atkinson to acknowledge the receipt of your letter of the 9th instant, in which you report that, as there is a considerable area of land within the boundaries of the Wairarapa Lakes not yet ceded to the Crown which will be available for grazing purposes if the lower lake is opened, and as the extent of reclaimed land may be computed at about 2,000 acres, a sum not exceeding £1,200 will be a fair price to be paid to the claimants for the whole of the land under and on the margin of these lakes, their fishing-rights to be included.

In reply, I am to state that Major Atkinson regrets to approve of the payment of so large a sum as £1,200 for the land likely to be reclaimed, and hopes that by judicious management you will succeed in bringing the negotiations to a successful issue for a much smaller amount.

H. H.

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No. 18.

SIR,—

Greytown, Wairarapa, 24th March, 1875.

I have the honour to report that I interviewed the principal chiefs who claim the Wairarapa Lakes, at Tuhitarata, on the 19th and 20th instant, relative to the surrender of all their rights to the Crown in those lakes. They evinced a sullen reticence during the first day's interview in the expression of any opinion upon the subject of sales. They appeared much aggrieved at certain remarks Mr. Charles Pharazyn had uttered—viz., in the event of their opposing the opening of the spit enclosing the waters of the lake that the Militia and Volunteers would attack them. I cannot vouch for the authenticity of this statement; my principal authority is Raniera te Iho.

On the 20th I interviewed Hemi te Miha and Hiko, the recognised Lower Valley chiefs, at Mr. McMasters's residence. I offered £800 for the whole lakes, inclusive of the fisheries. I only received an undecided reply—viz., that they would consider it; but, at the same time, they were suspicious as to the reasons why the offer of purchase was made by the Government.

I made this offer, as I found previously to my visit the feeling in the district was decidedly opposed to the sale; but Natives informed me if Hemi and Hiko agree there will be no further opposition through the district. Hiko complains that he was unjustly deprived of his salary—£50

per annum—as assessor some years ago. I construed this complaint as a hint if he was reinstated he would consent. I understand by the Wairarapa (East and West Lake Blocks) deeds certain chiefs are entitled to annuities. Hiko has large influence, and has been hitherto the guardian of the fisheries, the district having been supplied with eels by his immediate followers. It may not be impolitic to reinstate him. I would submit this to the consideration of the Government. I informed him that the Hon. Native Minister, Sir Donald McLean, would return shortly to Wellington, and he had better make his complaint “in person” to him.

As the sum—£800—offered by me is considerably within the full amount I am authorised to offer I deemed it wise, in order to obtain the co-operation of the chiefs, to offer them bonuses in completion of the purchase, subject to the approval of the Government, naming no sums as yet. I did so as, in the cases of divisions of money, those who have only nominal interests obtained an equal share with the chiefs. It is getting customary that all interested in land share and share alike without distinction; in fact, in many cases the chiefs have fared less than any; therefore, if some sums were secured in this case, there would be a guarantee that the chiefs obtained a fair proportion. I would suggest that Hiko receives £50; Hemi, £30; Rainera, £25; Wi Tamihana, £20. There may be another £25 required in this way—say, in all, £150—which would make a total of £950. This would render the purchase of these lakes very moderate.

I left the Natives at Tuhitarata Pa in very good spirits. They were glad, they said, to hear that the Government did not wish to take away their rights unjustly, and they have agreed that the above-named chiefs shall accompany me as a deputation to wait upon Sir Donald McLean on his return to Wellington, which I look upon as a favourable omen. I told them I would ask the Government to allow them their travelling expenses on the occasion.

In conclusion, I would remark that, from what I have learnt from Natives and settlers, the Wairarapa Lakes will eventually yield a magnificent estate (land) for the Government, as it is rapidly filling up with the immense quantities of muddy sediment deposited over the lakes during the floods, which occur throughout the district periodically, and Natives say that every earthquake that occurs the bottom becomes upheaved, and consequently shallower. On the western end of the spit a permanent passage can be secured, as the surf does not break there so heavily as it does on the eastern end, the present outlet; and also, there being a clay stratum underneath, old Natives say that during the times of their forefathers the lake was not closed until a violent earthquake caused an upheaval, which closed it. I mention this information I gain as it may be worthy of investigation. The area of the lakes is considerably extensive.

I have, &c.,

E. S. MAUNSELL.

No. 19.—REPORT on the PETITION of MANIHERA TE RANGITAKAIWAHO and Others, of Wairarapa.

THIS is a petition from Natives of the Wairarapa, complaining that their lake, Wairarapa, has been improperly purchased by the Government Commissioners, inasmuch as the majority of the chiefs and their hapus objected to the sale of the same. They state that, in land-sales, this lake has always been set aside as a reserve for the Natives.

I am directed to report as follows: That the Committee are satisfied, from the evidence they have taken, that the majority of the owners of the lake have not joined in the sale, and they are of opinion that it would have been better that the title should have been investigated by the Native Land Court previous to the completion of the purchase; and the Committee are further of opinion that the petitioners, and any other Natives who may allege a claim, ought to have an opportunity of proving their title, if they are able to do so, before the Native Land Court.

29th September, 1876.

JOHN BRYCE, Chairman.

No. 20.—To the Honourable the House of Representatives of Her Majesty's Colony of New Zealand, the humble petition of us, the undersigned, sheweth:—

1. That most of your petitioners are settlers residing around the Wairarapa Lake, in the district of Wairarapa, and that others reside in the Lower Valley district, in the district of Wairarapa.

2. That most of your petitioners hold lands abutting on the aforesaid lake, and which lands are during several months in the year covered with water, and rendered unfit for use through the overflowing of the said lake.

3. That about two years ago your petitioners and others held a meeting at Featherston, in the said district, at which a resolution was passed, and a copy thereof subsequently forwarded to the then existing Government, praying that steps might be taken by the Government to extinguish the rights of the Natives in the said lake, so that your petitioners and others might be enabled to open and keep open the said lake.

4. That the then existing Government purchased the fishing and other rights claimed by the Natives in the said lake through one Hiko, a Native chief, and others, the representatives of and managers for the Natives in the matter of the said rights, but since then certain other Natives have claimed the same rights in the said lake.

5. The Native claimants lastly referred to petitioned your honourable House in the matter.

6. That the Native Affairs Committee of your honourable House advised your honourable House that the claims of such Natives should be inquired into, and it was decided that the Native Land Court should inquire into and investigate such claims.

7. That the said last-mentioned Native claimants sent in their claims to the Native Land Court lately held in the Wairarapa district, but afterwards applied for and obtained an adjournment of the consideration of such claims on the ground that no plans showing the lake and the adjoining lands had been prepared.

8. That such plans, if necessary, should have been prepared and provided by the said Native claimants, and that they had had a year within which to prepare and provide such plans, and get up all necessary evidence to establish their claims, but neglected to do so.

9. That the said Native chief, Hiko, who fully understands the details of the said matter and the rights of the Natives in the said lake is a very infirm and old man.

10. That since the purchase of the above rights by the said Government certain Natives have proved obstructive, and taken steps to prevent the lake being opened and kept opened.

11. That if the matter is not inquired into before the death of the said Hiko your petitioners verily believe that great and serious difficulties will arise in investigating the said claims, and great and permanent injustice and injury be done to your petitioners.

12. That if the said lake be opened and kept opened 10,000 acres, more or less, of good and valuable land, the property of your petitioners and others, fit both for pastoral and agricultural purposes, will be opened up, but which is now almost entirely useless and unfit for occupation.

13. That the opening of the said lake will be of great benefit to your petitioners and others in particular, and to the said Wairarapa district generally.

Your petitioners therefore humbly pray: (1.) That your honourable House will take immediate steps to have the above matters inquired into, and to guard against the injustice and injury which may otherwise be done to your petitioners, owing to the obstruction of a few opposing Natives. (2.) That your honourable House will further take immediate steps to enable your petitioners to have the said lake opened and kept open. (3.) That your honourable House will generally cause to be done all such other acts, matters, and other things as to your honourable House may seem most advisable and expedient in the matter.

And your petitioners will ever pray, &c.

PETER HUME.

DONALD SINCLAIR.

JOHN HUME, and 18 others.

No. 21.—REPORT on the PETITION of PETER HUME and other European Inhabitants of the Wairarapa.

THIS petition is from certain European settlers in the Wairarapa who own lands injuriously affected by the overflowing of the Wairarapa Lake. They state that about two years ago the Government purchased the fishing-rights in the said lake from the Natives, who were understood to be the owners, but that since then certain other Natives have preferred claims and petitioned Parliament. The petitioners further set forth that the Native Affairs Committee of last session recommended that the Natives last mentioned and others should be allowed an opportunity of proving their claims, and go on to state that, pursuant to this recommendation, an investigation was commenced, but had to be adjourned for reasons not satisfactory to the petitioners. Petitioners allege that a Native named Hiko is thoroughly acquainted with the title to the lake, and that his evidence ought to be taken, but they allege that he is now an old infirm man, and they fear that if his evidence is not shortly taken great difficulty will arise in investigating the matter. Petitioners therefore pray that the inquiry may be expedited; and, further, that immediate steps may be taken to keep the lake open so that their property may not be injured by the overflow of the water of the lake.

I am directed to report as follows: That it appears from the evidence of one of the petitioners, Mr. Hume, that serious injury is caused to certain settlers in the Wairarapa by the yearly overflowing of the Wairarapa Lake, and that the evil cannot be abated without infringing the fishing-rights of the Native owners, which are alleged to have been retained or preserved in the original deed of cession. That it further appears that about two years ago a purchase of the lake and of the fishing-rights therein was made by the Government; but as it seemed on inquiry by the Native Affairs Committee of last session that the whole of the Natives interested had not an opportunity of being heard in support of their claims, that Committee recommended as follows: "That the Committee are satisfied from the evidence they have taken that the majority of the owners of the lake have not joined in the sale, and they are of opinion that it would have been better that the title should have been investigated by the Native Land Court previous to the completion of the purchase; and the Committee are further of opinion that the petitioners and other Natives who may allege a claim ought to have an opportunity of proving their title, if they are able to do so, before the Native Land Court." It now appears that obstructions to the inquiry were made by the persons in whose favour the recommendation of the Committee of last session was made. Your Committee can only now express an opinion that the inquiry ought to be expedited, and the grievance complained of by both parties settled with the least possible delay.

29th October, 1877.

JOHN BRYCE, Chairman.

No. 22.—(TRANSLATION.)

Papawai, 20th February, 1878.

To JOHN SHEEHAN and HOANI NAHE, Ministers of Native Affairs.

FRIENDS, we, the undersigned, consent and agree to all the conditions stated to us by you to-day relative to the Wairarapa Lakes in the manner following: (1.) We agree that the mouth of the lake shall be opened on the lake being flooded. (2.) We agree that the Native Minister and the Native Committee of Wairarapa shall appoint the time for the opening of the lake on such occasions. (3.) We agree to refer the whole question relative to the lakes and their boundaries as set forth in the deeds of purchase of the land abutting the lakes. (4.) We also consent to proceed to Wellington on being requested to do so to view the papers and deeds of sale of the aforesaid lands. (5.) We solicit

you to send us a reply in writing making known to us your concurrence to all these matters set forth in the foregoing paragraphs.

This is all, from

Na Tunuarangi Paraone,	Na Apiata Tukuroa,
Na Piripi te Maari,	Na H. T. te Whatahoro,
Na Raniera te Iho,	Na Hohepa X te Whakunui,
Na Ngairo X Rakaihikuroa,	Na E. R. Rangitakaiwaho,
Na H. M. Rangitakaiwaho,	Matini te Ore,
Na Matiaha Mokai,	Ropata Manihera.

Forwarded under the authority of the Ngatikahungunu Tribe, of Wairarapa.

No. 23.—MEMORANDUM for the Hon. the NATIVE MINISTER in *re* the Wairarapa Lakes now before the Native Land Court.

QUESTIONS on points of law which will probably arise during the investigation are—(1.) As to the meaning of the words in the deed of purchase: In consideration of the sum of £800 for the purchase of such rights, and in consideration of an annuity or pension of £50 a year to be paid to Hiko Piata, one of us, we hereby surrender and convey to Her Majesty the Queen of England such eel-fishery rights and other rights and interests of any kind whatsoever which we claim to have in such lakes, or in the borders of such lakes, whether in land or whether in the waters thereof, between the lands already sold to Her Majesty the Queen bordering on such lakes—that is to say, between the blocks of land called Turakirae, Turanganui, Kahutara, Tauhere-nikau, and including the sand-spit between Kiriwai and Okorewa, at the Ferry, as shown on the plan hereon. (2.) Do these words simply mean that the Government by purchase has acquired the fishery-rights over these lakes? (3.) Or has Government by the words of this deed just quoted purchased the lakes and the ground under the lakes? (4.) In reference to clause 107, of Act 73, as to inchoate agreements, can this clause be made to apply in cases where negotiations have been entered into since 1873? (5.) Do the words of clause 87, Act 73, affect Government purchases as well as private ones—that is to say, are all transactions between Government and Natives for the purchase of land since 1873 absolutely void, excepting where the land has passed through the Native Land Court?

Wellington, 11th June, 1881.

JAMES BOOTH,  
E. S. MAUNSELL.

- (<sup>2</sup>) I think so.  
(<sup>3</sup>) I do not think so.  
(<sup>4</sup>) I think not.

(<sup>5</sup>) On the whole I think they do not, and that therefore such transactions are not necessarily void if made before the passing of "The Public Works Act, 1876," which repealed "The Immigration and Public Works Act, 1871."—W. MILLER LEWIS.

No. 24.

For the Solicitor-General.

MR. MAUNSELL tells me that his intention and the understanding of the Natives was that the land was bought as well as the fishery, and he received instructions to that effect. He says if Natives, except Hiko, the principal seller, were put in the box, he would at once admit that he parted with the land and all rights connected with it.

The Crown has put in a claim to have its interests defined. The Court would, I presume, first determine the title, which has not yet been determined, *i.e.*, in whom the Native title vested, and then would decide how far the Crown had acquired that title. I think a lawyer should be sent up to watch the case for the Crown. The best result would be (1), if it were possible, to get an award to the Crown for the whole on evidence being produced that the right Natives had intended to sell the whole. The next best (2) to get part awarded absolutely, and to get the rest awarded to the Natives, with a restriction on alienability (section 36, Act 1880) except to the Crown; (3) to once put under Proclamation under "The Government Land Purchase Act, 1877."

I am now told that Government has already sold 1,100 acres of this land, though never notified as bought. I have only put the above points, which occur to me as points to be considered. The matter is very hazy.

13th June, 1881.

W. ROLLESTON.

No. 25.

SIR,—

Wellington, 22nd June, 1881.

I have the honour to lay before you for the information of the Government the result of the proceedings lately taken in the Native Land Court sitting at Greytown to get the interest of the Government in the Wairarapa Lakes defined.

The position of affairs on my attending the Court under your instructions was this: Notices of the investigation of the claims of Piripi te Maari and others to the southern lake, and of H. M. Rangitakaiwaho and others to the northern lake, and also of the Governor to both lakes, had been given. On the claims of the Natives being called on they were withdrawn, the Natives preferring to appear as counter-claimants on the application by the Government. In opening to the Court the Government claims I proposed to rely on the 42nd section of "The Immigration and Public Works Act, 1871," and the 6th section of "The Native Lands Act, 1887," on the deed of conveyance from Hiko Piata and others to the Government, and on other verbal and written evidence supporting it. I was immediately met by the Court with the following objections: (1.) That section 87 of "The Native Land Act, 1873," applied to Government transactions as well as others, and that therefore the deed relied on was void, as the land had not been brought under the Act,

(2.) That the 42nd section of the Act of 1871 did not help the case, as "The Native Land Act, 1873," impliedly repealed it. (3.) That the deed tendered as a conveyance of the lakes passed nothing to the Government but the fishery-rights. (4.) That extrinsic evidence to extend or qualify the effect of the deed was inadmissible. (5.) That a right to fish was not an interest in land, and therefore not within the jurisdiction of the Court.

After long argument and citation of authorities, with which I need not trouble you, the Court adjourned till next day to consider their decision.

The following morning I learnt that the judgment of the Court would be against the Government on all the questions raised; and I was informed by Mr. Booth that the effect of such a decision upon the Natives would be to place serious difficulties in the way of the completion of other negotiations for the purchase of land not brought under the Act. Upon the sitting of the Court, therefore, I stated that in view of the importance of the questions raised I desired that their determination should be referred to the Supreme Court under the powers conferred by the 103rd section of the Act of 1873.

This application being granted, I applied to have the evidence of Hiko Piata taken *de bene esse* with a view to the powers given the Court by the 100th section of the Act of 1873 and the 58th section of the Act of 1880, as from the age and infirmity of the witness he might be producible on a subsequent occasion. This course being strongly opposed by the counter-claimants, the Court declined to take the evidence; but intimated, on my asking the question, that as the counter-claimants had been offered, and had declined the opportunity of cross-examining, the Court would, in the case of Hiko's death before the hearing of the claims, accept such evidence by declaration or otherwise as might be producible under the wide powers given them by section 23 of the Act of 1880.

The courses left open to the Government are therefore either to state a case upon the questions raised for the opinion of the Supreme Court, or to withdraw the claim for the present.

With regard to the better course to adopt, and generally as to the steps that must be taken to cure the difficulties now raised, I have nothing to do, but I will venture to suggest that Hiko's evidence should, if possible, be embodied in the form of a declaration or affidavit, as his death before the hearing of the case, not an improbable contingency, would considerably weaken the Government claim.

I have, &c.,

The Assistant Law Officer, Wellington.

WILLIAM FITZGERALD.

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No. 26.—MINUTES.

Mr. Maunsell to see Hiko, and have prepared application for investigation. Title to the lakes see memorandum.—RICHARD J. GILL, 4th July, 1881.

Mr. Sheridan: Prepare for *Gazette* notification of intention to purchase the Upper and Lower Lake.—RICHARD J. GILL, 4th July, 1881.

Hon. Native Minister: Should this matter come before the Supreme Court or rest till next sitting of Native Land Court at Greytown. Hiko Piata is an old man. I propose that Mr. Maunsell should take him before Mr. Wardell, Resident Magistrate of the district, and obtain from him a declared statement of his sale of the lakes to Her Majesty, to be used in case of death.—RICHARD J. GILL. 4th July, 1881.

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No. 27.

Mr. Gill.

Was Hiko's statement taken before his death, or any action taken on this? It was arranged, as I understand, that the Law Officers would give their opinion on Mr. Fitzgerald's report, and that opinion would be that the land should be proclaimed as under purchase. The matter has been sleeping, and Hiko is dead. The Solicitor-General should be asked at once to advise as the course to be taken.

20th July, 1881.

W. ROLLESTON.

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No. 28.

The Solicitor-General.

Action has been taken that a fresh application will be made from certain Natives claiming the lake for the Native Land Court to investigate the title; also that the lakes will be notified in *Gazette* as being under purchase in terms of "The Government Native Land Purchase Act, 1879." Will you please advise further action necessary as requested by Hon. Native Minister.

11th July 1881.

RICHARD J. GILL.

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No. 29.

The Assistant Law Officer.

PLEASE look into this at once.

11th July, 1881.

WM. R.

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No. 30.

Mr. Gill.

I UNDERSTOOD that what was arranged at the interview between Mr. Rolleston, Mr. Whitaker, Mr. Reid, and myself when Mr. Fitzgerald returned was as follows: (1.) Government would not risk an appeal to the Supreme Court. (2.) For what it was worth a confirmation deed was to be prepared and executed by any Natives who could be got to do so showing that the land under the lakes was intended to be conveyed by the former deed. (3.) The Natives who are prepared to confirm the sale to the Government should be got to make a fresh application to get the title to the land

defined, and when the names of the owners are ascertained, to have the title made to the Government under the Act of 1877. (4.) The land to be proclaimed so as to prevent other people interfering.

I send draft conveyance herewith. You must attend to the other matters. Mr. Rolleston should be asked to prepare himself for the possibility of having to spend a little more money to get signatures and consents, and also to buy the interests of any Natives who may be found by the Court to have an interest in the lakes, and who may not yet have sold. The papers have been with me for a week or two, but I have been so much pressed with other work that I allowed them to sleep, seeing that no request was made to me to make haste.

12th July, 1881.

W. MILLER LEWIS.

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No. 31.

For the Solicitor General.

In reference to the interview I had with you and Mr. Fitzgerald on the subject of the Wairarapa Lakes' case, will you now advise what course is best to be taken.

21st June, 1881.

W. ROLLESTON.

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No. 32.

The Assistant Law Officer.

Will you prepare draft conveyance to the Crown of the lands intended to be conveyed by the existing Wairarapa Lake deed. The necessary particulars must be obtained from the Native Department. I will settle same with you, and further advise the Native Minister.

22nd June, 1881.

W. S. REID.

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No. 33.

Mr Gill.

DRAFT herewith, and some remarks of mine within.

12th July, 1881.

W. MILLER LEWIS.

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No. 34.

(Telegrams).

Wellington, 23rd October, 1882.

No. 1073.—Returned from Greytown Saturday evening for the original deeds of land-purchase round the lake and other documentary information. The boundary of the lake as shown on plan before the Court is disputed. The claimants have admitted all counter-claimants (five hapus) as owners with them. This is another way of frustrating a settlement, as an order made including all comers will at least carry in the certificate 200 names. There is great jealousy respecting the payment of the £800, 1876, by Mr. Maunsell. The deed was signed by only thirteen Natives, half of whom were men of no note. The better way in my opinion to settle the matter would be to buy out all the disputants or owners as found by the Court. I am not certain that this can be done, but it is the only course I see open to a final settlement. If you will approve of £1,000 for these purposes, I will do what I can, purchasing for as much less as possible. No money to be paid until the Court makes an order of ownership to the Natives and subsequently an order to Her Majesty. If it cannot be so arranged, then I propose to summons the Natives who signed the deed of 1876, and force them to prove themselves owners; then to request the Court to vest their interest in Her Majesty. By this some ten or twelve undivided interests may be got. Please reply to Greytown, as I leave for there this afternoon.

The Hon. the Native Minister, Auckland.

R. J. GILL.

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No. 35.

Auckland, 24th October, 1882.

I AM afraid I do not understand the position the lake question has got into with the Court. If 200 names are put in the certificate, how can the Court vest lake in the Crown without the consent of all; and is that consent likely to be got by an average payment of two or three pounds per owner. I will authorise the expenditure of the £1,000 you want, but I should be sorry to find the money paid and the title of the Government as far from being perfect as ever.

R. J. Gill, Esq., Greytown.

JOHN BRYCE.

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No. 36.

Auckland, 24th October, 1882.

I THINK the latter of the two courses proposed by you is the best. The former is scarcely likely to lead to a settlement, as if there are to be 200 names on the order of the Court, £1,000 is not likely to satisfy them. I do not see why the Court should admit names without being satisfied of ownership, especially when the motive for admitting them appears on the face of things to be little less than fraudulent.

Richard J. Gill, Esq., Greytown North.

JOHN BRYCE.

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No. 37.

Greytown North, 24th October, 1882.

I WOULD ask you to reconsider your decision on the lake question. It is a heart-burning matter to the settlers round the lake, and a payment of three times the sum I mentioned would not be excessive considering all the value of interest involved. The money would only be paid on an order from the Court vesting the upper and lower lakes in Her Majesty. It therefore does not matter whether there are 200 or only twenty owners. The latter course I proposed in my yesterday's telegram should only be adopted when all other means have failed. The Court has no other work, and has adjourned till to-morrow. Please reply to-day.

Hon. John Bryce, Auckland,

R. J. GILL.



## No. 38.

Native Land Court, Greytown, 26th October, 1882.

PIRIPi TE MAARI states that he is prepared with list of names for upper lake, but before handing them in he wishes Wi Mahupuku to make a statement.

*Wi Mahupuku*: Mr. Gill has come with deeds of sale which he has shown to us. We do not think those were the first deeds. The deed of Turanganui we have not seen, and we have not seen the reserves made for us. We want to see the deed on which £1,100 was paid. The reserves are not shown in the deed Mr. Gill has shown us. Certain rights of fishing, &c., are not mentioned. In the deed between us and McLean, he said all fishing-rights in lakes and streams should be secured to us. The boundary of land sold was high-flood mark. The fish—eels—are caught at high-water mark, and that was boundary, Mr. McLean said the lake at full high-water was to be the boundary. That is now dry ground. That deed has not been produced.

*By Court*: Were there two deeds?—Yes. One deed showed payment of £1,100; second was more of a receipt for £400. We propose to give in list of names of claimants to boundary of lake when full, not as at present shown; and we insist that the lake shall not be drained to alter boundary.

*Court*: We are bound by the boundaries shown in previous deeds, we cannot recognise verbal promises by Mr. McLean in face of written documents.

*Wi Mahupuku*: McLean's promises are contained in deed which I have referred to, and which is missing. If second deed only is taken, there are reserves mentioned. I consider that we are entitled to lakes, streams, and adjoining lagoons. Our parents exercised rights of catching eels in streams and small lagoons, as well as in large lakes. I submit that the Court would have jurisdiction on our claim if we ourselves had made the survey.

*Court*: All that Court has to do is to adjudicate on all lands or water lying between Government purchased lands on east and west sides of lakes. [Plan produced and exhibited.] Court does not inquire whether it is high-water mark or low-water mark.

*Wi Mahupuku* claims a margin all round the lakes. Small streams and lakes have not been ceded.

*Court*: We can only adjudicate upon land as shown on the map.

*Mr. Gill* stated that he had every reason to believe map had been made in accordance with deeds. With respect to the reserves they are shown as Native reserves on Government plans, and this was explained to Raniera and Piripi yesterday.

*Court*: We have nothing to do with land on banks of lake. Upper lake only is before us now.

*Mr. Gill* produced a copy of deed referred to, in which fishing-rights were retained.

*Wi Mahupuku*: We agree to that deed being correct; but boundaries have been extended nearer lake.

*Court* cannot interfere with Crown lands, if they think they have a grievance let them go to Parliament. Court can only deal with lake boundaries, of which are shown on plan.

*Wi Mahupuku*: I submit that claim of Hoani as gazetted does not agree with plan before Court.

*Court*: Hoani examined map, and stated on his oath that boundaries as shown are correct. Further, Court will not meddle with land beyond red mark shown on map.

*Wi Mahupuku*: I insist that we have always had the *mana* to open or shut drains.

*Hamuera Mahupuku* appears for Hoani says they have prepared list of names. I should like the Act of 1853 read, which confirms to us our fishing-rights. If water is taken as a boundary, a matter of drainage will reduce Maori claim to a mere nothing.

*Mr. Gill* explained deed with reference to western side of lake.

*Hamuera Mahupuku* put in list of names for his client, Hoani te Toru, representing three hapus.

*Piripi te Maari* asks if Native Land Court can adjudicate on water.

*Court* supposes there is land under the water.

*Manihera te Rangitakaiwaho* here made a desperate attempt to quash the case.

*Hamuera* stated that an agreement had been come to yesterday.

*Manihera* insisted that he had been under a misapprehension.

*Hamuera*: I ask Court not to strike out list put in by me.

Court declines to receive names of one hapu alone. If other hapus do not put in names case will be dismissed.

*Hamuera* insists on his names being accepted.

*Mr. Gill* objected to withdrawal. Asks that case may go on, and that claimants be allowed to prove their case.

*Piripi* asks for case to be dismissed.

Court does not see how it can go on with only one list.

*Manihera* still insists on case being dismissed.

Court advised them not to insist on withdrawal, as case will have to come on another year, and in the meantime Crown will proceed to have its interests ascertained.

Native Land Court, Greytown, 26th October, 1882.

WAIARAPA Lakes before his Honour, Judge Brookfield.

Court met at 2 p.m.

List of names called for. *Manihera te Rangitakaiwaho* says list is not ready. Case struck out. Adjourned.

*Mr. Gill* appears to prosecute Crown claims to lakes, and asks the Court, for convenience sake, to take both cases at once. Application made under 6th section of "The Native Land Amendment

Act, 1877," to ascertain what rights or interests Queen has in north and south lakes. The application was before the Court last year. There was also an application by Natives. Natives withdrew their claim, and Government asked that Crown cases should stand over till this year. Natives also sent in one claim, which has come before Court for ten days and now withdrawn. In 1876 purchase was made of all fishing-rights, extinguishing right over water. A large sum of money was paid. The transaction was an open and fair one, and I ask the Court to award interests of those persons who have signed deed. [Handed in deed, dated the 14th February, 1876, signed by fifteen Natives acknowledging payment of £800.] In addition I claim for two others by contract.

*E. S. Maunsell* (sworn) states: I was an agent of General Government in 1876. I lived near Greytown. I was in general charge of Native affairs at Greytown. I remember acting as agent in 1876. I went to see Native Minister *re* purchase of lakes. I was accompanied by Hiko, Hemi te Miha, Manihera, John Jury (Whatahoro). We had an interview with Mr. Clarke, Under-Secretary, and with Mr. Halse, Assistant Under-Secretary. Arrangement for purchase of lakes was then settled; £800 to be paid. Twenty pounds was paid in presence of Major Heaphy to Hiko, to Manihera, to Hemi, and to Komene. [Receipt produced states it was for rights in upper and lower lakes. Receipt read in Maori.] This was paid on the 12th February, 1876. I and Hiko and Hemi te Miha then returned to Wairarapa. Before leaving, W. Hiko and Hemi signed a deed. The one produced is the one. It was interpreted at the time. Next payment was made a few days afterwards. Two hundred and eighty pounds was paid in Greytown on the 17th February to Hiko, Hemi te Miha. Other signatures were afterwards taken on deed. There was a subsequent payment of £500 on the 4th May, 1876. [Receipt signed by Hiko and Hemi in presence of Edmondson.] I afterwards obtained further signatures. I witnessed all the signatures, fifteen in number. The deed was duly explained to all the persons signing the deed. [Deed read.]

Objectors challenged (being persons who have signed deed) to ask Mr. Maunsell any question.

*By Manihera*: You and Komene were there in presence of Major Heaphy. Whatahoro was not there. I was not present at commencement of transaction, but I was there when you gave receipt.

*Manihera Rangitukaiwaho* (sworn): Native chief residing at Wairarapa. Have claims in both lakes. Only small claim in lower lake. Large interest in large lake in 1876. I went to Wellington with Hiko and Maunsell. The visit was not in connection with sale. Hiko asked (wrote to me) to go in reference to boundaries of Pukio. He wanted me to go on a certain day. My going had nothing to do with sale of lakes. We heard something from Mr. Maunsell about this. Mr. Maunsell took Hiko's letter to me about Pukio. I read out the letter, and after this Mr. Maunsell said Hiko was also going for purpose of selling the two lakes. This was before I went to Wellington. I did not believe statement when we got to Wellington. I then heard from the people about proposed sale. Hiko was then opposed to sale. I said I heard the rumour of sale at Papawai. I went to Wellington about Hiko's letter. Had it been only about Pukio I should have gone by myself, but after what Maunsell said more of us went. I acknowledge my signatures to voucher. I did not go before Heaphy to take the money. I received money when I signed. I did not see Major Heaphy. Hiko brought me the money and asked me to sign. I am not aware that I went inside to sign. I think we signed outside on the verandah of the hostelry. [Voucher handed in.] I have a large interest in upper lake. We all have interests. I have the same amount of interest as all the other chiefs. Thirty of us have equal interests. I do not know of any who have lesser interests than the others. The whole tribe, perhaps five hundred, are also interested. I have no personal interest in lower lake. My interest has ceased in that lake. My parents had an eel-weir, but I have given that up. I think there are about thirty interested in lower lake; share and share alike. I think there are five hundred persons besides the thirty who are interested.

*By Court*: We, the thirty, hold much more than the common people, *i.e.*, the five hundred. I cannot say what the proportions are. Hiko was equal with us. We were all alike. Hemi also had the same kind of interest. Ruihi had *not* an equal interest. Ani was Hiko's daughter. She had chief's claim. Arihia had lesser interest. Wi Kingi had large interest. Hoani, none, Ngairo, same. Hariata had lesser claim. Waka, lesser claim. He is not a chief. Paraone Pahoro, chief, had a small claim. Paiura Watarauhi, chief, not much claim. Hemi Hepanaia, chief, no interest. Hori Taha, no interest. Hohepa Aporo, nobody, no claim. Komene, nobody, no claim, *i.e.*, small.

*By Court*: He being one of survivors I asked him to go with me to talk to Hiko about this sale. Ruihi was a chief, but she had only small interest, which she derived through her mother. If I had to declare our relative interests, I should say that I am entitled to sixteen times as much as she would. Amongst five hundred some would have three or four interests. [Points out his own portion on map.] Self and Wiremu Kingi have same interest. [Marked on plan.]

*Piripi te Maari* called (sworn): Am chief residing at Wairarapa. I know the Wairarapa Lakes. Have an interest. Do not know whether my share is equal to that of Manihera, as place has not been surveyed. Our shares are equal. Hohepa Aporo is my younger brother. His interest is this: that he is my younger brother, and has an equal interest with myself.

*Komene Nuku Piharau* (sworn): Live at Wairarapa, at Papawai. Know Wairarapa Lakes. I have an interest. Remember going to Wellington in 1876 with Hiko and Mr. Maunsell. We went about the Wairarapa. Before we went Mr. Maunsell talked with Hiko about sale of Wairarapa. Hiko asked us to sign deed. Did not attend a meeting with Hiko and Maunsell. I went to Mr. Halse's office to hear the talk. There was no talk, so I came away. I signed the papers produced. I did not receive any money. When I signed I received some small moneys. I received the money from a Maori. I got the money because I had signed the lease. I have no ancestral interest in lower lake. No present interest. I have a small interest in upper lake. [Pointed it out on plan.] I have as much interest as Manihera.

*By Court*: I knew the land was being sold, *i.e.*, the lakes. I do not consider that I have parted with all my interest; in fact, I do not know what was sold. I was given to understand that whole lakes. I did sell my portion. I signed the receipt before the lake was talked about.

*By Mr. Gill:* I knew Wi Kingi Tupakihirangi. We belonged to different hapus. He was not a chief of my hapu. He was a chief of Wairarapa, connected with me. I heard that £400 had been given to Wi Kingi to be paid amongst owners of upper lake, *i.e.*, to the people who claimed with or through him.

*Paiura Watarauhi* called (sworn): I do not know much about these lakes. I have no interest in these lakes. I was not aware that I had an interest when I signed.

*Henri Hepanaia* (sworn): I have no interest in the Wairarapa Lakes; none whatever. I have three children—Te Hiwi, Te Oti, and Katerina.

*Ani Hiko* (sworn): Am daughter of Hiko Piata. Have interest through my father in Wairarapa Lakes. I signed deed produced. I know that my father had a greater interest and right than any other man. I know Ruihi te Mihi had an interest in both lakes. There are several chiefs, as stated by Manihera—thirty. Mine is the mana from my father. I do not know if Ruihi te Mihi has an equal interest with Manihera. I knew Arihia. She was related to me. She has an interest in both lakes. She had a greater interest than Manihera. I knew Hariata Hamoake. She had an interest in both lakes. I cannot say to what amount. I knew Te Waka Tahuai. He is dead. I do not know how he derived an interest in these lakes. I do not say he had no interest, but I do not know how he derived it. I know Wi Paraone Pahoro. I do not know what his interest is.

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No. 39.

The Hon. the Native Minister.

THE Native Land Court sitting at Greytown in November last investigated the title to the Wairarapa Lakes. At first there seemed but little promise of the case being carried through, owing to the opposition wishing the application withdrawn or adjourned. However, in the end the work was carried on successfully, and an order made registering 139 persons as owners of the lakes (upper and lower).

Credit for carrying on the inquiry is due to Paraone te Pohoro and Mahupuku, an intelligent and well-to-do Native. Both of these men had to pay money largely to carry on the work. The Natives who obstructed the passing of the lakes through the Court in October, 1882, again used their strength for the same purpose, and would have been successful but for two of their principal chiefs deserting their cause—Piripi te Maari and Raniera te Iho. Both of these men informed me that had they been treated frankly and fairly in the past transactions they would not have acted as they did. I came to an understanding with them on the first day of the case being before the Court. They acted straightforward throughout. These two men have authority over a large section of the owners, and with them will rest, in a great degree, the final settlement of the waters of the lake passing to the Government.

Before leaving Greytown I had an assurance from them that should the lake be closed before the question between themselves and the Government was settled, and the settlers suffer therefrom, they would, on hearing from me, do all they could in letting off the water. [See letters written. The lake having filled.] On my part I promised that early in the year, after the feeling of many of the owners had softened, that I would represent to you the advisability of their meeting you and arranging on a final settlement. I think the time for this has now come, and would respectfully refer it for your consideration.

29th January, 1884.

RICHARD JOHN GILL, Under-Secretary.

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No. 39A.

SIR,—

Greytown, Wairarapa, 20th April, 1885.

I have the honour to report that, in compliance with the request of the Hon. the Native Minister, I proceeded on Thursday, the 16th instant, to Tauanui, Lower Wairarapa Valley, to see Piripi te Maari on the subject of the purchase of the Wairarapa Lakes.

Piripi is the leading Native in the lakes question, and I informed him that the Government had decided on purchasing the interests of individual owners who wish to sell, and that it would be better if he would agree and induce his party to do so, Government being prepared to deal liberally towards them, and to allow them reserves.

Piripi said: "I cannot agree, so far as I and my tribe are concerned, just now. I would like to meet the Native Minister in the presence of all owners and talk the matter over, and it is likely a decision would be arrived at to sell in a body to the Crown; but, should the Native Minister not be able to meet us, I, who am a member of the Native committee, will bring the question before it, as the committee represent the people, and get an opinion from the committee. I will not take upon myself the responsibility of agreeing to the sale. I would rather meet the people face to face."

I told Piripi I would, according to my instructions, proceed to acquire all the shares I could. I said I had visited him to tell him this, lest he should be aggrieved at what might appear to him a stealthy act, and, as it were, ignoring his influence. He replied that a meeting had been held, when all decided not to sell. That none wished to sell except Karaitiana Korou, of Masterton, who, with his relations, had no interests. Their names were inserted in the order of the Court through false evidence, and he warned me not to pay money to Karaitiana. I said Maoris as a rule at these meetings were like a flock of geese, when one cackled others followed, but when they were separated it was different. Hence probably those whom he most relied on would not resist the temptation of receiving money for what was of little or no value to them, merely Maori mana. He admitted this was so. On my saying that the lakes would be open to them as to the pakeha for fishing purposes, he replied that there would be no fishing-ground if the Government drained the lower lake, which could be done at Kiriwai, the southern extremity of the land-spit.

In the course of our conversation Piripi said, "Now, I will tell you. I have not as yet done so to any one connected with the Government. The principal cause of our opposition to the lakes becoming

Crown property. It is this: When we sold to Mr. McLean, the boundary was the margin of the lake. Since then large tracts of land have been raised by earthquakes. The Government, without consulting us, had sold to Europeans lands which ought to have been ours. We have protested against the sales. We have not received compensation whenever we have raised this question. Government officers have produced the deeds of sale of lands bordering on the lakes where it is stated that the lake is the boundary. True, the then lake. The margin of the lake is changed since the deeds were signed. This is our grievance against the Government." There is no doubt that the purchases made were intended to touch only the then lakes. However, as years have passed since the cession and sales to Europeans of these reclaimed lands, and peaceable occupation having been permitted, I declined to enter into the matter.

I was informed that the lower as well as the upper lake is fast filling up. A conveyance with pair of horses containing ladies lately crossed the south end of the upper lake, there about half-a-mile wide, the water being only knee-deep.

I spoke to Piripi and others about what I had heard from Mr. Gill, that a European, through his lawyer, had complained of certain Maoris having taken away his fishing-nets while he was fishing on the lakes. They denied having done so, and said they would not do so to any one. What they had done was to notify that persons trespassing for the purpose of shooting wild fowls on the lakes would be prosecuted, and that they had repeated applications since for permission to shoot and sell in Wellington. They had, however, refused permission, as the lakes were held in partnership between them and the Government. They did not object to a person desirous of having a day's sport only for private use. They also objected to the wholesale and reckless destruction of birds by the use of large duck-guns, where many are wasted. Being wounded they get away and die, total extinction being the probable result.

I left Piripi in a friendly way, and judged from his demeanour and his proposition to get the consent of all concerned to the sale, as indicative of a withdrawal of his past opposition, and that he understands that sooner or later the Maori mana must pass to the Crown. I would add that Piripi claims to assert authority over eighty of the owners of the lakes. I am satisfied now that Hiko is dead that his influence is paramount among the Natives who claim to own the Wairarapa Lakes.

I have, &c.,

The Under-Secretary, Native Department, Wellington.

E. S. MAUNSELL.

I omitted to state that Piripi informed me no opposition would be made to the opening by Europeans of the lake when next closed.—E. S. M.

No. 40.

To Mr. Gill.

Pirinoa, 24th January, 1884.

FRIEND, greeting! Your letter of the 17th January to me and Raniera has been received, in which you say that you have been informed that the people living on the cultivated land on the shores of the Wairarapa Lake suffer from the overflow of water. It is well that they should let you know. Do you tell those pakehas to come and let us two know when the river is blocked up, and we will consent to its being opened. It was not closed by the Maoris. If the pakehas had come and spoken to us about it we would have agreed to the river being opened. The Europeans know that there are no Maoris doing anything there now. Sometimes when the river is stopped up some of the Europeans come and ask that it may be opened, and we (two) consent; but when the Maoris are catching eels and fish, we do not; though when the overflow increases I then tell the Maoris to open it. The Europeans know all about this. We, the Maoris, are very kind to the Europeans who are living there. We (two) agree to what you say, that when Mr. Bryce returns to Wellington you will see him about having a meeting, so as to give the Maoris an opportunity of meeting him and so settling this matter. This is very good; but I think that the meeting should take place at Greytown.

Enough about that. I have received your letter of the 18th December, 1883, respecting the list of names for the 200 acres at Maringiawai. I am waiting for Tunuiarangi to come to my place, when he and I will settle what names are to be in the grant. When that is settled satisfactorily it will be forwarded to you. Do not feel concerned at the delay, it will not be long before it is settled. That is all. Long life to you in the new year.

From your friend.

PIRIPi TE MAARI.

No. 41.

STR,—

Greytown, 28th May, 1885.

In reply to your telegram asking my views in regard to the Wairarapa Lakes question I have the honour to state that there are two courses open how to deal with the case—viz.: (1.) To move the Native Land Court to sit and thoroughly inquire into the rights of those whose names appear on the registered list, and define the value of each interest; and also to ascertain the value of the interests acquired by the Government and allot the same. (2.) To open the lake whenever it closes and causes overflow of the surrounding country, disregarding any opposition that may be offered.

The interests acquired were those of the principal chiefs, who were acknowledged by the Maoris as the proper persons to deal with the fishery-rights; and I think if such interests were ascertained the Government would come out very well. Much care would have to be exercised in getting the necessary evidence to prove the mana of Hiko, Arihia, and Wiremu Kingi to deal under Maori custom with these lakes, and also that there should be a sum of money provided to cover expenses of witnesses. Hiko, Arihia, and Hariata Amoake (sellers) had a large mana over the sand-spit, extending from Kiriwai on the south to Okorewa on the north, therefore the Government has a large claim over the spit, which, as defined by the Court, would enable the Government to do whatever it pleased with it.

With regard to opening the lake by cutting a channel through the sand-spit when closed, I think as the Government has a legal right in such, being as it were a co-owner with owners, it would be justified in doing so, and if those who offered opposition felt aggrieved thereby they could take legal proceedings in a Court, and then the question can be tested as to whether or not the rights or mana which they assert to hold under the Treaty of Waitangi have or have not passed away, the lakes being held under Crown title and subject to be dealt with under the law. If this course were pursued I think it would get rid of the feeling that exists that the interests of the Crown can be ignored, and the importance which is attached to the question would be much reduced, and consequent sale will result.

I find that Piripi te Maari has acted with duplicity, and that he does not intend to assist in settling this long-vexed question. He has, on the contrary, joined with others in getting an agreement signed by the owners not to sell to the Crown, and hold the lakes to themselves intact. Had the Government taken steps while Hiko was alive, this lake question would have been settled then. Now, a number of doubtful owners, men who bowed before Hiko, have established through the Court a legal status as owners, and have resorted to trickery and attempted extortion.

I have, &c.,

E. S. MAUNSELL.

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No. 42.

SIR,—

Tupurupuru, 14th March, 1886.

I have again the honour to address you on the Wairarapa Lake question, and to inclose extract from a letter written to me by one of the settlers, which shows that unless the Government are able to make immediate arrangements with the Natives for the opening of the lake, the settlers must inevitably lose all their winter feed for stock and suffer grievous damage.

Mr Gill, of the Native Department, frequently assured me that Piripi te Maari had on more than one occasion solemnly promised him that on being requested by the Government the Natives would always permit the lake to be opened in time to prevent any serious damage being done. Great damage has already accrued to the settlers, inasmuch as the grass now covered becomes quite rotten even if immediately relieved of water, and is consequently unfit for stock until next spring. Immediate release of the water would, however, prevent this damage being extended by the fast rising water, and I would strongly urge an effort being made by at least reminding the Natives of their pledge to the Government.

I have, &c.,

The Hon. the Native Minister.

W. C. BUCHANAN.

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No. 43.—(24,590 acres.)

LAKES purchased by Maunsell in 1876 for £800 from (1) Hiko Piata, (2) Hemi te Miha, (3) Ruihi te Miha, (4) Ani Hiko, (5) Arihia Ngawhawha, (6) Wi Kingi Tutepakihirangi, (7) Hoani Rangitakaiwaho, (8) Ngairo Takatakapea, (9) Hariata Amoake, (10) Te Waka Tahuahi, (11) Wi Paraone Pahoro, (12) Paiura Watarauhi, (13) Hemi Epanaia, (14) Hori Taha, (15) Hohepa Aporo, (16) H. M. Rangitakaiwaho, (17) Komene Piharau. One hundred and twenty other shares added to the title by the Native Land Court in November, 1883 (£1,200 is the offer for these interests, or £10 each). Piripi's promise to open the lakes when applied to, dated the 24th January, 1884, attached. Power is conferred upon the Government to construct drains by sections 186 and 187 of "The Public Works Act, 1882." If question of drainage is arranged there is no hurry about the purchase.

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No. 44.—FRIDAY, 12TH NOVEMBER, 1886.

PIRIPi TE MAARI and Wi Hutana waited on the Hon. the Native Minister to present to him the answer of the committee of owners of the Wairarapa Lake with regard to opening the Lake to prevent floods.

The deputation handed to the Hon. Mr. Ballance a letter containing the decision of the committee, which was to the effect that the Natives would give up two out of four months, which from time immemorial they had devoted to catching eels in the lake. The months they would give up would be April and May, retaining for themselves February and March. Mr. Ballance, in reply, said that he desired to convey to the deputation and the committee, and all the Natives concerned, his thanks for the generous proposition they had made, and for acceding to his request to appoint a committee of the lake owners to go into the question of opening the lake. The concession they proposed to make without any money payment was from their point of view a reasonable one. He would however suggest that they should give their careful consideration to his proposal for the purchase of all their interests in the lake. He did not desire to force them to an immediate decision, but thought it would be to their interest to sell. A suitable reserve in some other part of the Wairarapa might be made for them as part of the payment.

Piripi, in reply, said he thanked the Native Minister for the words he had spoken to them, which he would convey to the other Natives interested. They would give very careful consideration to the Native Minister's proposal to purchase the remaining interests in the lake; but he would ask that there should be no dealing with individual owners until the whole of the owners had had a meeting on the subject and decided to sell.

Mr. Ballance said the request made would be complied with, and he would instruct the land-purchase officers accordingly.

The deputation then thanked Mr Ballance again for the manner in which he had received them, and expressed their pleasure at the interview.

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No. 45.

SIR,—

Gisborne, 27th May, 1886.

Greeting! This is to request that you would now explain your views respecting Wairarapa Lake. I and all the persons of my own party are agreeable to sell our shares in Lake Wairarapa to the Government, and if the Government are desirous of purchasing the said lake, well and good. Do you therefore let us know exactly what your views are so that I may know; and if you wish that I should come there to make some settlement with you respecting the purchase of the said lake, well and good, only please let me know. Enough.

Mr. Ballance, Minister for Native Affairs.

Your loving friend,

H. JURY TE WHATAHORO.

No. 46.

Waitapu, 29th October, 1886.

A SECOND meeting of the committee has been held with reference to Wairarapa, in accordance with the desire of the Minister that the persons having interests in the lake should devise some means whereby there might be an amicable understanding between the Maoris and Europeans when the outlet of the river is closed.

The custom of our ancestors was that during four *hinapouri* (months?) the people should catch eels, fish, &c., in this lake, and this custom has been observed by our parents and ourselves. However, in compliance with the wish expressed by the Native Minister, that an understanding should be come to between the two races, we have decided to divide those four *hinapouri*. We shall retain the *hinapouri* (months?) of February and March, but will relinquish the Months of April and May. The lake will then be opened by consent of the Native committee and all the people. The Maoris to be paid for digging an outlet at a rate to be fixed. This money will be for those who perform the work of digging the outlet. We would point out that the months which we relinquish are the principal months in which the fish are caught. That is all.

The above has been decided by the Chairman.

PIRIPi TE MAARI and others.

No. 47.

Mr. Morpeth.

WRITE to Mr. Bunny and ask him to see Piripi, and try to negotiate a settlement of the Wairarapa Lake question. It will be necessary to keep in mind that if the land is purchased, or an equivalent given for it, the terms would have to be approved by the Government.

Wellington, 8th January, 1887.

J. BALLANCE.

No. 48.

Wellington, 24th February, 1887.

SIR,—

I have the honour to forward herewith the translation of certain resolutions passed by the Wairarapa Native committee with reference to the Wairarapa Lake, dated the 21st February, 1887.

I shall be obliged by receiving from the Government their views on the resolutions so that I can forward the same to the committee.

I have, &amp;c.,

The Hon. the Native Minister, Wellington.

HENRY BUNNY.

No. 49.—(TRANSLATION.)

To Major Henry Bunny.

21st February, 1886.

SALUTATIONS to you! The committee of the people that have an interest in the Wairarapa Lake have considered the proposals of the Government that were stated by you before the chiefs and the committee of the tribe to sell the lake to the Government.

The first question of the committee to you: The committee of the tribe have agreed to settle all troubles and disputes concerning the Wairarapa Lake within a few days upon these conditions: A Commissioner to be appointed by the Government to settle all troubles and disputes concerning the lake, the Commissioner and committee to have full power to send or demand any deed, plans, or maps, or any person or persons, for the purpose of enlightening themselves upon any subject leading to the final settlement of the lake, and upon the sales made by the Natives to the Government through Sir Donald McLean, so as to come to a satisfactory settlement between Natives and Europeans, Government also; the Commissioner and committee to be as one to make a true and faithful investigation. If that question is settled, then the settlement of all questions and troubles will be arrived at. Please let us know as soon as possible.

Piripi te Maari,

Manoa Natanahira,

Matini te Ore,

M. M. Kahungunu,

Wi Hutana,

Kohea Tahana,

Komene Piharau,

Charles J. Jury.

No. 50.—(N.L.P., 87/67.)

THE committee referred to within may have been elected under "The Native Committees Act, 1883;" but it is not a committee of the owners of the Wairarapa Lakes, as required by "The Native Lands Administration Act, 1886," and has therefore no power to deal with the question at all. Of the eight persons constituting it, four are not owners, unless under other names, and one has signed the deed of sale executed in 1876. The object of the person who framed the resolution is clearly to open up several other questions of title. The vested interests of the Crown in the lakes are, I am afraid, being gradually overlooked. There is no doubt at all that the seventeen persons who signed the deed in 1876 were the then leading representative chiefs. A meeting of the owners to discuss the lakes' question alone should, I submit, be convened under section 20 of "The Native Land Laws Administration Act, 1886,"

25th February, 1887.

P. SHERIDAN,

No. 51.

The Hon. Native Minister.

Te Oreore, 13th May, 1887.

FRIEND, greeting! We just have had the opportunity of replying to your communication to Piripi te Maari on the 12th March, 1886, on the subject of the sale or lease to the Government of the Wairarapa Lake. The committee have now met twice to consider that matter; and all the people interested in the aforesaid lake have come to the conclusion that the same be neither sold or leased to the Government, or to any other person. That is all.

PIRIPU TE MAARI, NUKU PIHARAU,  
And six others.

No. 52.

DEED OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1887, between the Hon. the Native Minister, of Her Majesty's Government in New Zealand (for and on behalf of the said Government), of the one part, and the aboriginal chiefs, Natives, and half-caste, Natives, of New Zealand, owners of the Wairarapa Lakes, whose signatures, signs, and marks are hereto respectively affixed, of the other part. Witnesseth that it is mutually agreed between the parties hereto as follows:—

1. That the Wairarapa Lakes and the land beneath or adjacent thereto, the property of the Natives, shall be forthwith released, and for ever freed from the Crown Proclamation of the day of \_\_\_\_\_, 18\_\_\_\_; and from any existing debt or debts due by the Natives to Her Majesty's Government aforesaid, and from all claims or liens of Her Majesty's said Government thereto or thereupon, whether for money paid or advanced to the Natives or otherwise.

2. That a post or posts shall be forthwith placed by the said Government or their agents, jointly with the present committee of the Natives, in the best position on the margin of the upper lake, as nearly as possible on the boundary of the Crown land bought from the Natives adjacent to the upper lake.

3. That henceforth at any time when the water of the upper lake rises and extends beyond such post or posts so as to flood the adjacent lands, Her Majesty's Government aforesaid shall have full power to cause the mouths of the lakes to be opened, so as to reduce the body of water within the limits marked out by the said post or posts, in order to effectually prevent at all times the flooding of the adjacent lands; but directly the water is reduced within these limits the lakes shall not be further drained, but shall be allowed to resume their natural level.

No. 53.—MEMORANDUM for HON. NATIVE MINISTER.

MR. BUCHANAN, M.H.R., has suggested that the opinion of the Law Officers of the Crown be taken as to whether there is any power vested in a local body under the Drainage or any other Act to open the Wairarapa Lake, and prevent its overflow upon the land of settlers. He considers that the claim to do so is much strengthened by the fact that the Crown has purchased twenty-two important interests in the lake itself. It is desirable that an opinion should be obtained upon this question before you have any meeting with the Natives on the subject.

Native Office, Wellington, 22nd March, 1888.

T. W. LEWIS, Under-Secretary.

No. 54.

SOLICITOR-GENERAL,—Will you kindly look into the Wairarapa Lake question and advise upon the point raised by Mr. Buchanan.

22nd March, 1888.

E. M.

No. 55.

THE only local body that has power to carry out drainage-works is a County Council, acting under the authority of section 268 and the following sections of "The Counties Act, 1886." The power is to execute "drainage-works of any sort," but these must be taken to mean drainage in the ordinary sense of removing superfluous water from land for the purpose of improving it. It does not appear to me that altering a large natural reservoir like the Wairarapa Lake, which receives the waters of several large streams, can be said to be within the meaning of the drainage-works contemplated by the Counties Act. The question is, however, rather one for an engineer, as no particulars are given as to the extent or nature of the works it would be proposed to execute. All I can say upon the question as put is, that there is a legal power to execute "drainage-works," but that in my opinion a work of such presumed magnitude and effect as draining a large lake was not contemplated by the Act.

24th March, 1888

W. S. REID.

No. 56.

THE SOLICITOR-GENERAL,—Will you kindly furnish me with your opinion.

*Wairarapa Lakes.*—The Government purchased the lakes from seventeen representative owners in 1876. (Deed No. 431). Subsequently, on the recommendation of the Native Affairs Committee of the House of Representatives (I.—4, 1886), they were passed through the Native Land Court. The Court made two orders: One, dated the 26th October, 1882, declaring that Her Majesty had acquired seventeen undivided interests in the estate under the purchase in 1876 above referred to; another, dated the 13th November, 1883 for a certificate under "The Native Land Court Act, 1880," to 139 owners with undivided shares, including the seventeen who sold to the Crown in 1876. A certificate of title (certificate No. 50), dated the 13th November, 1883, has been issued by the Court in pursuance of this order. The Government has since purchased out (uncompleted deed) five other owners, and is therefore now seized of, say, twenty-two undivided share. A deed (No. 219), dated

September, 1855, of the purchase of land on the eastern side of the lake shows one boundary as running through the lake to the sea.

Advice is requested: (1.) As to the value of the deed dated September, 1855, against the certificate of title issued by the Native Land Court in November, 1883, in as far as the boundaries in the former encroach on those in the latter. (2.) Assuming that the Crown has proved a title to the portion of the lower lake included in the said deed, has the Government any right to let off the waters of the lake when above ordinary level and flooding the other lands, which the deed purports to convey? (3.) Assuming that the Crown has not proved a title, would the whole of the circumstances herein related justify the Government in opening the lake when above, but without reducing it below, ordinary level, by applying the provisions of "The Counties Act, 1886," and "The Public Works Act, 1882?"

A tracing is attached showing the position of the lakes and the land adjoining, which is laid waste from time to time by the overflow.

31st May, 1888.

E. MITCHELSON.

(1) This so-called deed of September, 1855, is not a deed but a receipt from certain persons for a final payment of purchase-money of land included in another deed of September, 1853, and which cannot at present be found. This receipt sets out boundaries of land presumably the same as those in the deed of purchase, and so far as material this shows the line as following "the Wairarapa down to the great sea." The value therefore of the deed of 1853 depends on the meaning to be given to those words, *i.e.*, whether they mean to include any part of the lake or only follow its boundaries? It will be seen they clearly do not, as stated, in express terms show a boundary running through the lake to the sea. (See further general memorandum thereon.)

(2) If the Crown had a clear title to the lower lake it could of course exercise any acts of ownership over the lake which an ordinary proprietor would have. But see my general memorandum.

(3) The Crown has only such rights and powers as are given to it by law, and if authorised to drain the lake could of course exercise its powers, subject to the terms of "The Public Works Act, 1882," including the need of giving compensation to all interests injuriously affected by such work. But the Crown can only undertake such works when Parliament has authorised them to be done, and to let in the compensation clauses of the Public Works Act would probably have a wider operation than is desired. I do not see what "The Counties Act, 1886," has to do with the question as far as Government is concerned.

14th September, 1888.

W. S. REID.

No. 57.

REFERRING to the questions stated within touching the position of the Crown with respect to the Wairarapa Lakes, I have perused the deeds and papers sent me herein, and now beg to state my opinion. The real point at issue is the right of the Crown to the lower part of the lake, which allows the lake waters to escape to the sea, with such aid as may be necessary when it is desired to give such waters outlet. It appears certain land was purchased in September, 1853, and the boundaries of this land are alleged to cover the part of the lower lake above mentioned. This deed is not now to be found, but a receipt for the final payment of purchase-money given by certain Maoris in 1855 repeats these boundaries in general terms, winding up with a general statement that the line "follows the Wairarapa down to the great sea." It will be seen these words are ambiguous, and they are the only words relating to the point at issue. They may mean that the line was produced through the lake to the sea, or only that the line followed the margin of the lake. It would further appear that the Crown has acted as if it did not deem its title very sound. Acts of ownership on the part of the Natives have at all times been allowed over the lake and the spit near the sea. In 1876 the Crown bought out the fishing-rights and all other rights in the land or in the water of certain Maoris who, or some of whom, appear to have signed the receipt above-mentioned in 1855; and in 1882 the Crown applied to the Native Land Court and obtained a declaration of title in respect of the interests bought in 1876. I am aware that such transactions, and especially early transactions, must not be judged as in cases between Europeans, and that the subsequent acts of the Government in respect to these lakes may be consistent with the existence of a prior purchase of the whole interests therein, or partially so, from those then considered competent to deal with the Crown. I can therefore only advise that careful search should be made for the deed of 1853, and for any records bearing on the purchase, and which would tend to show what the Crown actually got for its money. At present, it seems to me, the evidence to show that the Crown bought part of the lake in 1853, or 1855, is not at all sufficient. I may add that if the Crown can clearly establish its original purchase, the subsequent inconsistent acts before-mentioned would not affect its position, nor would the granting of a certificate by the Native Land Court in 1883, as regards this part of the lake, have any effect as against the Crown.

But the Crown has other interests as to which there is no question. It has a declaration of title as to seventeen shares, and has purchased others. It is practically tenant in common with the Maori owners, so that, assuming the Crown cannot show any good title prior to 1876, it has a title in respect of these shares since the 14th February in that year. In my opinion the Crown is entitled to exercise acts of ownership in respect of its shares in the lake, and if it thought fit could reduce the level of the lake to avoid flooding of land higher up, or any other lawful purpose. Such rights is, however, subject to the rights of the co-owners, and if they could show that their fishing-rights would be injured or destroyed by the exercise of such rights on the part of the Crown, the Supreme Court would, by injunction, restrain such injury or destruction. A great deal would depend on the strength of the case the Crown could make, and whether that of the Natives was stronger in equity and good conscience.

The following courses therefore seem open: (1) In reliance on the original purchase as alleged to act as the sole owner of this part of the lake, leaving any one aggrieved to his remedy at law; (2) take such action in respect of the part ownership of the Crown, again leaving aggrieved parties to their legal remedy; and (3) obtain, through the medium of the Native Land Court, a partition of the respective interests of the Maoris and the Crown, the latter endeavouring to secure that portion of the lake which will enable it to carry out such drainage-works as may be necessary in the interests of all concerned, and care being taken that such partition should be so



arranged that there could be no after claims on the part of the other owners by reason of the Crown exercising drainage powers. The first of these could only be followed if the Crown is prepared to show that the original purchase includes the part of the lower lake in question. It would not of course be wise to submit a doubtful title to the verdict of a jury. The second and third both involve questions of policy upon which I cannot express any opinion, neither of them being free from questions which it might be imprudent on the part of the Crown to submit for investigation.

14th September, 1888.

W. S. REID.

No. 58.

WAIRARAPA LAKES AND PETONE LAND COMMITTEE.

*Report on the Petition of Piripi te Maari and 49 Others.*

YOUR Committee, appointed to inquire into and report upon the above petition on the subject of the Wairarapa Lakes, have the honour to report that the time at the disposal of the Committee has not permitted sufficient evidence to be taken to justify it in expressing an opinion on the merits of the petition; but it is desirable that the matter should be fully investigated next session, and that, in the meantime, every inquiry should be made with a view of assisting a future Select Committee in arriving at a decision.

10th September, 1890.

THOMAS MACKENZIE, Chairman.

No. 59.

THE humble petition of us, the undersigned Native chiefs, and owners of the Wairarapa Lake, sheweth:—

1. That we are and have been from time immemorial the owners of the Wairarapa Lakes and the surrounding lands.

2. That the following sales of the adjoining lands to Her Majesty's Government took place—

(a.) The Turakirae sale: This sale was conducted by Sir Donald McLean in 1853 or 1854. The boundary of this sale on the lake side began from Kiriwai, a western point on the sea-shore, and ran right round the western side of the lake to high-water mark. (b.) The Turanganui sale: The boundary of this sale starts from a point called Te Hurupi, an extreme south-western point on the beach, thence to the source of the Hurupi Stream, thence along the Aorangi Range to Te Puka-whinau, thence along the Mungaroa Stream into the Paharakeke Stream, thence to some ridges, the then high-water mark, some three miles distant from the Ruamahunga River, at which ridges a peg was placed, then from this peg to the Ruamahunga as a temporary boundary, thence along that river to the mouth of the Turanganui Stream, thence along the Turanganui Stream to Waipatupatu, and thence to the sea at Whangaimoana, thence along the beach to Hurupi. In this sale one Raniera's land was included and regranted to him. The spit, about two and a half miles, was not sold, because there were old fisheries at both ends of the spit. (c.) The Tauherenikau sale: This sale was of a block of land at the north end of the lake, running right to the high-water mark at the north end. (d.) The Kahutara sale: This sale commenced at a point on the north of the lakes called Te Ruahine, thence to a point called Te Whakahemate, thence in a straight line across to the Ruamahunga River to a place called Te Whakamarumarū, then parallel with the eastern side of the lake to Te Kopu, thence across to the starting point, Ruahine.

3. All these sales and the various points are shown on the plan accompanying this petition.

4. Only the dry land was sold in these sales, all lakes, streams, creeks, and lagoons being reserved.

5. The sales were, in every instance, to the high-water mark of the lake and not further, as the land below that mark was then considered useless to Europeans.

6. In 1855 heavy earthquakes raised the land and the lakes were lowered, leaving large strips of land between their borders and the previous high-water mark, which can be easily defined to this day by logs and other land marks. The boundaries of the sales can also be proved by living witnesses.

7. Since these sales separate sales have been made by divers of the owners to the Crown of portions of the land inside the high-water mark—to wit, the sale of a block called Te Puata, by Te Manihera and others, and other sales.

8. In 1883 our title to the lakes was ascertained by the Native Land Court of New Zealand.

9. In 1876 a chief named Hiko and sixteen others are alleged to have sold to Her Majesty's Government certain interests in the lakes.

10. Her Majesty's said Government, claiming under such alleged purchase, levied a Proclamation on the lakes, under the Native Land Purchase Act, forbidding all alienation of or dealings with the lakes to any person or persons whomsoever, other than the said Government.

11. In 1881 Mr. William Fitzgerald, solicitor, appeared at the Native Land Court, at Greytown, and asked that the interest of the said Government in the lakes under such alleged purchase should be apportioned off. The Court declined to do so on the ground that the Government had not acquired any interests in the lakes or the soil, but had only acquired, if anything, the fishery-rights of seventeen individuals.

12. The certificates of title issued to the owners of the lake only includes the lakes to the present high-water mark.

13. The owners of the lakes are subjected to much annoyance and injury in their possession and occupation of the lakes by the River Board, at Featherston, and other Europeans at times, when the waters of the lake rise, trespassing on their property, and, forcibly entering thereon, and, against the will and consent of the owners, opening the mouth of the lakes, thus depriving the owners of their fishing and proprietary rights without compensation.

14. The Natives say that this is an unjustifiable proceeding, and one constituting an annoyance and grievance to them, and an unlawful deprivation of their just rights.

15. Also that the fact of the Proclamation being kept upon the lakes unjustifiably and illegally, prevents them dealing with the lakes and their proprietary rights therein as allowed by law to other Native subjects, and that such Proclamation is wrong and illegal in the face of the decision of the Native Land Court aforesaid, and that the claim of the said Government to any title in the lakes under the alleged purchase from Hiko and others aforesaid is wrong and illegal, inasmuch as the shares of the said Hiko and others not having been ascertained the said Hiko and others had no right to sell any interest in the lakes without the consent of the other owners of the lakes and every one of them.

16. Also that they the said owners have a substantial grievance in that they have not yet been awarded a proper title to the lands adjoining the lakes up to their proper boundary—viz., the old high-water mark prior to the earthquakes aforesaid, and that Her Majesty's Government have wrongfully and illegally, and without any compensation to the Native owners, conveyed and granted to Europeans certain of the said lands properly belonging to the said Native owners.

17. The Native owners are willing to come to an amicable settlement of the matter, and are willing to concede to the said Government, or their representatives, the right of opening the lakes whenever they flood beyond the proper Native boundary, but only so as to reduce the volume of water within the limits of that boundary, provided that such boundary be properly ascertained and legally fixed, and, if necessary, marked as well as possible by posts, land-marks, or other marks, upon condition that Her Majesty's Government relinquish all claim upon the lakes and release the Proclamation thereupon, and release all claims in respect of any moneys paid in connection with any alleged purchases from Hiko or others as aforesaid.

Wherefore your petitioners pray that you may inquire into their grievance aforesaid, and take such steps as to you may seem meet to remedy redress or settle the same, and to settle the conflicting claims of the Natives and Her Majesty's Government, and to give to your petitioners their just and proper rights in the matters aforesaid as loyal and faithful subjects of Her Most Gracious Majesty. And your petitioners will ever pray, &c.

Dated and signed by us, at Greytown, in the Wairarapa district, this 28th day of June, 1890.

HOANI TURI TE WHATAHORO and 49 others.

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No. 60.

SIR,—

Native Minister's Office, Wellington, 14th February, 1881.

In accordance with the provisions of the 6th section of "The Native Land Act Amendment Act, 1877," I have the honour to request that you will be good enough to cause the interest acquired by or on behalf of Her Majesty in the estate noted in the margin (Wairarapa Lakes, north and south), and more particularly described in the schedule hereto, to be defined at the next sitting of the Native Land Court, at Greytown, Wairarapa.

I have, &c.,

The Chief Judge Native Land Court, Auckland.

WM. ROLLESTON, Native Minister.

No. 61.—BOUNDARIES of WAIRARAPA MOANA (or Lake) NORTH described by Manihera Rangitakaiwaho and others in their Application to Native Land Court for Investigation of their Claims.

COMMENCING at Tuakipuku, thence to Waiaruhe, thence to Tukairua, thence to Rurumoko, to Puriri, to Makakahi, to Otekenga, to Te Awa a Pohatu, to Te Awa Tapu, thence to Kahapahapa, thence along Atuawhai, thence to Ahine Ngatira, then it falls into Otairua, thence along the lake in a southerly direction until it reaches Wanga Pohatu and Tipua, thence to Paparoparo, thence to Pehomia, thence it diverges to the Ruamahanga River, terminating at Tuakipuku. The boundaries terminate here.

7th Mei, 1880.

H. M. RANGITAKAIWAHO,

MATIAHA MOKAI, KOMENE RAWIRI.

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No. 62.

BOUNDARIES of WAIRARAPA MOANA (or Lake) SOUTH described in the Application to the Native Land Court by Piripi te Maari and others.

COMMENCING at the mouth of Okorewa (lower lake), extending to Kiriwai, thence to Pounui, thence to Matarua, thence to Tahuna-Karoro, thence to Pehomia, then it diverges and runs through the lake (upper) until it reaches Tuakipuku, thence to Te Here-ate Koreke, thence to Kariwahine, thence to Mataitoke, thence in a southerly direction to Te Rere, thence to Mihirau, thence to Otunuku, thence Whakahauhau, thence to Turanganui, thence to Bautoka, thence to Te Rere-a Te Mahoe, terminating at Okorewa.

PIRIPI TE MAARI,

RANIERA TE IHO, and others.

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No. 63.

District Survey Office, Wellington, 22nd July, 1881.

I HARDLY know how to deal with the deed for the Wairarapa Lakes. If I only show on the deeds the area of the lake proper there remains a doubt whether the Native title was extinguished over the area subjected to inundation extending to the pink line east of the plan on the new deed; if, on the other hand, the limits of the deed are shown to be the hard blue line, it is possible that there will be no title for the Crown to the inundated area, which has been almost all now sold to Europeans. There must be some reserves, I imagine, to be excepted. I do not think we can finally

decide upon the boundaries and description until you have considered the matter and seen my maps. In the same way I have left the printed description of the lakes unrevised. Herewith original deed and translation, also two draft deeds and printed description.

R. J. Gill, Esq.

J. W. A. MARCHANT, Chief Surveyor.

No. 64.

Mr. Marchant.

PLEASE read over these boundaries and make any revisions you consider advisable.—RICHARD J. GILL. 21st July, 1881.

Mr. Gill.

SEE my memorandum attached.—J. W. M. 22nd July, 1881.

*Wairarapa Lake South.*—Situate in the district of Wairarapa, in the Provincial District of Wellington. Boundaries: Commencing at the mouth of Okorewa (lower lake), extending to Kiriwai, thence to Pounui, thence to Matarua, thence to Tahunakaroro, thence to Pekehounia, thence diverging and running through the lake (upper) until reaching Tuakipuku, thence to Te Here a te Koreke, thence to Kariwahine, thence to Matainoke, thence in a southerly direction to Te Rere, thence to Mihirau, thence to Otunuku, thence to Whakahauhau, thence to Turanganui, thence to Rautoka, thence to Te Rere a te Mahoe, terminating at Okorewa.

*Wairarapa Lake North.*—Situate in the district of Wairarapa, in the Provincial District of Wellington. Boundaries: Commencing at Tuakipuku, thence to Waiaruhe, thence to Tukairua, thence to Rurumoko, to Puriri, to Makakahi, to Otekenga, to Awa a Pohatu, to Te Awatupu, thence to Kahapahapa, thence along Atuawhai, thence to Ahinengatira, thence falling into Otauirā, thence along the lake in a southerly direction to Wangapohatu and Tipua, thence to Paparoparo, thence to Pekehounia, thence diverging to the Ruamahanga River, terminating at Tuakipuku.

No. 65.—(TRANSLATION.)

To the Judge of the Native Land Court, Greytown.

26th October, 1882.

Do you give heed to this: We object to the Court hearing the claim of the Government to the Wairarapa Lake, because in our opinion the Court has no jurisdiction to decide upon the rights of individuals to the water- and eel-fisheries. The authority of the Court is confined to dealing with dry land. Under these circumstances let the investigation of the Government claim cease. If the Court insists on proceeding with the investigation, we ask that it will sanction our employing counsel or a competent European agent to conduct our case, because we are confused respecting the law that permits the Court to deal with water- and eel-fisheries.

From all the people of Wairarapa.

Written by PIRIPI TE MAARI.

No. 66.—(TRANSLATION.)

Greytown, 21st October, 1882.

I AM announcing the word of all the people of Wairarapa who possess a right to the lakes. This is the announcement of all the chiefs and all the hapus respecting the application of the Court to furnish a list of names. The chiefs have considered this request, and have decided to ask the Court to produce the deeds of cession of the lands abutting the margin of the lakes, commencing at 1853.

(2.) We ask the Court to produce the first map of Captain Smith's survey of the margin of the lake.

(3.) We ask the Court to read out to us the deed of sale of Wairarapa Moana of 1876.

(4.) We ask the Court to make known the condition of the law in 1876 that authorised the Government to purchase the lake before it was either surveyed or the title ascertained to it or a title was issued for it.

(5.) We ask that the Court produce the map of the survey of the lake on which certain Maoris sold to the Government.

(6.) We ask that the Act be read out that was made by the Parliament relative to the contention existing between the Government and certain Natives who did not alienate their interest in the lake.

All the foregoing matters are submitted to the Court by the authority of the chiefs and all the people owning the Wairarapa Lakes.

The foregoing letter is delivered by Piripi te Maari to the Judge of the Court.

No. 67.

District Survey Office, Wellington, 10th March, 1883.

The Registrar, Native Land Court, Wellington.

WITH reference to the Government order-forms for Wairarapa Moana, north and south, forwarded to me for plans and description, would you kindly inform me in each case which are the boundaries of the land to be included in the order. The plans have not been signed by the presiding Judge. Will this not be necessary before the orders are issued.

J. W. MARCHANT, Chief Surveyor.

No. 68.

Mr. Brookfield.

WILL you be good enough to give the information required by the Chief Surveyor, and certify as to the production of plan.

12th March, 1883.

W. BRIDSON.

8—G. 4.

No. 69.

Mr. Bridson.

A REFERENCE to the notes of the case will show that no particular portion of either lake was awarded to the Crown, and that no plan or description can be given the parties refused to hand in lists of names, and all that the Crown got was seventeen undivided interests, but how many interests there are was not settled; possibly that may be done by another Court.

28th March, 1883.

F. M. P. BROOKFIELD.

No. 70.

Native Land Court Office, Wellington, 2nd June, 1891.

*Re Wairarapa Lake*: I note by sundry memorandums on the file of papers pertaining to the above question that you are a person who "understandeth much on the matter." Could you kindly inform me if you are possessed of any additional information on the subject outside the several memorandums in your writing attached to the file.

Yours, &amp;c.,

P. Sheridan, Esq., Government Buildings, Wellington.

A. MACKAY.

No. 71.

His Honour Judge Mackay.

REFERRING to your memorandum within, I desire to state that the deed, dated the 14th February, 1876, was intended and understood by both parties to set at rest all the difficulties which you are now investigating, and that in 1880 or 1881, when the validity of the said deed was first called in question, section 3 of "The Native Lands Acts Amendment Act, 1881," was specially drafted with the view of validating it.

9th June, 1891.

P. SHERIDAN.

No. 72.—COPY of CLAUSE 3 of "THE NATIVE LANDS ACTS AMENDMENT ACTS, 1881," alluded to in Mr. Sheridan's memorandum of the 9th June, 1891.

SECTION 3, "In cases in the Native Lands Court, in which the Crown is interested, any deed or contract, or any other document, shall be admissible in evidence, and have due effect given thereto, notwithstanding 'The Native Lands Act, 1873,' or any other law in force to the contrary."

It is questionable how far this clause cures the invalidity of the Deed of 1876, which was not only contrary to the provisions of clause 87 of "The Native Land Act, 1873," but did not come within the provisions of clause 42 of "The Immigration and Public Works Act Amendment Act, 1871," nor were the provisions of that clause complied with in other respects.

Two of the names included in the order made by the Native Land Court, dated the 26th October, 1882—viz., the names of H. M. Rangitakawaho and Komene Piharau, are not attached to the deed of the 14th February, 1876, the purchase relied on for the acquisition of certain interests in the lakes. Their names appear only on a voucher with two others, dated the 12th February, 1876, acknowledging the receipt of £20 as an advance on the payment of £800 to be paid for the lakes.

A. MACKAY.

No. 73.

Wellington, 8th June, 1891.

J. H. Baker, Esq., Commissioner of Crown Lands, Wellington.

RE WAIRARAPA LAKES QUESTION: I do not know that I can add anything to what has already been supplied from this office in the above case, as His Honour Judge Mackay has in his possession copies of all maps, &c., bearing on the matter. I was glad to learn to-day from him that the Crown's title had been practically established for all lands north of where the Ruamahanga comes into the lake, excepting of course the admitted reserves. Regarding the area south of this point, I am at a loss to know how the description in the deed-receipt for Turanganui is to be got over (Turton's deeds, p. 458). To my mind it shows very clear that in 1855 the Natives knew perfectly well that they were selling down to the lake and Lower Ruamahanga River right down to the sea, excepting, of course, reserves over which there is no dispute; and, in support of this, I would submit that Sir Malcolm Frazer, who was the Native Land-purchase Surveyor at the time, or shortly afterwards, would not have shown on his plan, purporting to be a record of the purchases with which it was his special business to be familiar, that the Turanganui Block ran out to the lake and river if such had not been the case.

It is now urged strongly against the Crown's case that other two purchases have since been made by the Queen within the boundaries which it is now contended to be the original Turanganui purchase, and that therefore if it was necessary to do so in one portion of the block it is tantamount to an admission that the title to other portions may be faulty. With regard to this I would remark that of these two blocks—viz., the Taheke and Kumenga Blocks, I have only been able to peruse the former deed, the other I am unable to identify. I have compared the names to the original purchase with those of the subsequent one, and observe that none are common; and it has the appearance on the face of the transaction that an entirely different set of Natives set up a claim in 1862 to a portion of the land sold previously in 1855, and that the Government met it by paying the 1862 lot £300. I hardly think that this should be used now as a lever for getting further compensation under the guise of not having sold the flooded lands.

Regarding Mr Marchant's letter of the 22nd July, 1881 (No. 360/44), he tells me that he wrote it without a full knowledge of the circumstances. He said also that he knew the Natives were raising certain claims, and he wished to let it be known to Mr Gill, who was the Under-Secretary to the Land-purchase Department, that he (Mr Marchant) had really not gone into the dispute, and as a sort of intimation to Mr. Gill that the matter was more of a Native land-purchase than a survey one. Since 1881, however, Mr Marchant has given the whole subject his close attention, and he is

strongly of opinion that the Natives have no claim whatever above the ordinary level of the lake, and that the Native Land Court certificate of Wairarapa Lakes of the 10th September, 1884, more than satisfied any claim that then existed.

JAMES MACKENZIE, Chief Draughtsman.

No. 74.

FOR the information of His Honour Judge Mackay: I do not see how, in the face of the deeds-receipt of purchase, which describes the boundary of the portion affected as follows: "Thence to Paharakeke, thence into the Rumahanga River, thence following the Rumahanga to the Wairarapa Lake, thence through the Wairarapa Lake to the sea." If the boundary is fixed as now claimed by the Natives, the block would not be bounded by the Ruamahanga River at all.

9th June, 1891.

JOHN H. BAKER, Chief Surveyor.

P.S.—As the land affected has been sold by the Crown and granted to Europeans, admitting this claim on behalf of the Natives would appear to me a very dangerous precedent.—J. H. B.

MEMORANDUM.—To render a survey or plan receivable in evidence in proof of boundary it must be shown to have been made under competent authority. Mr Malcolm Frazer's map, at the best, is only a diagram showing the relative position of the several purchases in the Wairarapa district. If there is no better authority for the boundaries of the blocks, it is not worth much. Moreover, Mr. Marchant, in his memorandum of the 22nd July, 1881, admits there is a doubt about the ownership of the tract of land between the lake and the flood-line claimed by the Natives. Hiko or Tamaihi-koia, one of the principal owners of the Turanganui Block, subsequently sold the Kunnenga Block to the Government in 1853, and he was one of the vendors of the Taheke or Puata Block to the Government in 1862. Both of these blocks are within the alleged boundaries of the Turanganui purchase, and the lands were acquired with the full knowledge that such was the case by the Commissioner who made the aforesaid purchase. A foot note to the deed of the Kumenga Block shows that Hiko sold that block on behalf of himself and his people. The names alluded to by Mr. Mackenzie are probably those attached to the receipt for the payment of the £400 in 1855; if so, it cannot be accepted as evidence of who took part in the sale of the Turanganui Block in 1853, excepting so far as the names can be identified with those of the original vendors who are actually known.—A. MACKAY. 9th June, 1891.

No. 75.

DEAR SIR,—

Wellington, 9th June, 1891.

*Re* Wairarapa Lake: We are instructed to inform you that Mr. A. Sinclair, of Burnside, Lower Valley, Wairarapa, can give most important evidence as to the Wairarapa Lake and the lands around the lake not included in the original sales to the Government. He states, amongst other things, that when a block of land on the margin of the lakes was purchased by Walker and Giles that the Government entered into an agreement with them, in which it was agreed that if the Natives afterwards disputed the title the Government were to pay back the purchase-money. He further says that this land was afterwards sold to Barton, and by Barton to McLeod.

Our Mr. Menteath regrets that the memorial has not yet been sent in, as he has been delayed in Greytown. He will send it in a day or two.

We are, &c.,

MENTEATH STAVELEY.

No. 76.

MESSRS. MENTEATH and STAVELEY informed that there was no time now to examine the witness alluded to, as the Commission is practically closed. The only matter now delaying the report being forwarded to his Excellency the Governor was the non-receipt of the memorial to be sent in by Mr. Menteath. The only course now open would be to have Mr. Sinclair's evidence, if necessary, taken before the Parliamentary Committee, on one being appointed to deal with the question.

9th June, 1891.

A. MACKAY.

No. 77.—WAIRARAPA MOANA SOUTH.

District of Wairarapa, Provincial District of Wellington.—At a sitting of the Native Land Court of New Zealand, held at Greytown, in the said district, on the 26th day of October, 1882, before F. M. P. Brookfield, Esq., Judge, and R. Tapsell, Assessor, *ex parte*, the Native Minister, on behalf of Her Majesty.

WHEREAS in pursuance of "The Native Land Act Amendment Act, 1877," the Hon. William Rolleston, the Native Minister of the Colony of New Zealand, on the 14th day of February, 1882,\* caused application to be made to the Native Land Court to ascertain and determine what interest in the piece of land called Wairarapa Moana South, in the district aforesaid, had been acquired by or on behalf of Her said Majesty.

Now, upon hearing the agent of the applicant and others, and upon evidence taken, it appears to the Court that Her Majesty has acquired an absolute estate of inheritance in seventeen undivided interests in the piece of land described and delineated on the back hereof, parcel of the said block being the undivided interests of Hiko Piata, Hemi te Miha, Ruihi te Miha, Ani Hiko, Arihia Ngawahwa, Wi Kingi, Tutepakihirangi Hoani, Rangitakaiwaho, Ngairo Takatakaputea, Hariata Amoake, Te Waka Tahuahi, Wi Paraone Paharo, Paiura Watarauhi, Hemi Epanaia, Hori Taha, Hohepa Aporo, H. M. Rangitakaiwaho, and Komene Piharau. And the Court doth hereby declare that such interests, when ascertained, shall be held in freehold tenure by Her Majesty as from the 14th day of February, 1876. †

As witness the hand of F. M. P. Brookfield, Esq., Judge, and the seal of the Court, this 26th day of October, 1882.

F. M. P. BROOKFIELD, Judge.

[Same order for Wairarapa Moana North.]

\* 14th February, 1881. *Vide* letter of that date to Chief Judge, Native Land Court.

## No. 78.

In the Supreme Court of New Zealand, Wellington District.—*Re* claim in the Native Land Court of Hiko Piata and other aboriginal Natives to the Wairarapa Lakes, *ex parte*, Piripi te Maari.—In Chambers, judgment of Richmond, J.

In this case Mr. Olliver moved for a *rule nisi* for a prohibition to the Native Land Court. It appears that the Court has made an order in favour of the Crown "for seventeen undivided interests in the Wairarapa South Lake," and a precisely similar order for seventeen undivided interests in the Wairarapa North Lake. It does not appear what is the nature of the interests then recognised and affirmed, nor into how many shares the entirety is supposed to be divided. The fraction has no denominator. However, the question at present is not whether the orders are valid or invalid, but whether the Court has exceeded its jurisdiction. It is asserted that it has done so, because it is said "that no right can exist according to Native custom to the soil beneath a lake, nor is the same recognised by Maori custom as being capable of ownership." Now, it is quite plain that the Supreme Court cannot interfere with the Native Land Court upon any such ground as this, for that Court is the only existing jurisdiction for the ascertainment of Native custom. Under "The Native Rights Act, 1863," the Supreme Court has a nominal cognisance of Native custom, but by the same Act is bound to refer all questions relating thereto to the Native Land Court. Supposing that the applicant is right in his view of Native custom, there seems to be no reason why the Native Land Court should not issue certificates of title to rights of fishing as tenements distinct from the right to the soil, which would then be in the Crown. The word "land" in "The Native Land Court Act, 1880," is used with the epithet "Native," but I see no reason why the word should not have the extended signification given to it in statute law by "The Interpretation Act, 1878." Rule refused.

NOTE.—Definition of word "land" in "Interpretation Act, 1878": "Land" includes messuages, tenements, and hereditaments, houses, and buildings, unless there are words to exclude houses and buildings, or to restrict the meaning to tenements of some particular tenure.

## No. 79.

## "THE NATIVE LAND COURT ACT, 1880."

CERTIFICATE of TITLE ordered to be issued by the Native Land Court of New Zealand at a Court holden at Greytown, in the District of Wairarapa, in the Provincial District of Wellington, on the 13th day of November, 1883, District of Wairarapa, County of Wairarapa West, Provincial District of Wellington. In the matter of a parcel of land at Wairarapa, in the District of Wairarapa, in the Provincial District of Wellington, called Wairarapa Moana.

To all to whom these presents shall come: It is hereby certified that the persons whose names are written within [Raniera te Iho and 138 others] are the owners according to Native custom of all that piece or parcel of land at Wairarapa, in the district of Wairarapa, in the Provincial District of Wellington, called or known by the name of Wairarapa Moana, and containing by admeasurement 24,950 acres, be the same more or less. Bounded towards the north by Sections 198, 194, 389, 21, 22, and 27, a Native reserve, the section last named, and Section 31 of Block VII., of the district of Wairarapa; towards the east by a public road, by Section 105, the Maramamau West Block, and Sections 32 and 33 of Block XI., and Section 34 of Block X., and Sections 35, 37, 17, and 44, and the Tipua and Mapunatea Native Reserve of Block XIV., and Section 86 of Block XIII., of the said district of Wairarapa, and by Block I., of the Haurangi district, and by Sections 85, 76, and 84, and a Native reserve of Block V., and by a Native reserve and a Government reserve of Block IX., of the said Haurangi district; towards the south by the sea; and towards the west by a line and Section 61 of Block VI., and Section 64, and Crown land, and Section 102, 101, 100, and 99 of Block VII., of the Onoke district, and Sections 67, 68, 57, and 56 of the said Block I., of the district of Haurangi, and Sections 54 and 12 of Block IV., and Sections 14, 20, and 75 of Block II., of the said district of Onoke, and Sections 76, 77, 79, 78, and 80 of Block IX., and Section 81 of Block V., and by Sections 82, 9, 8, 83, 92, 512, 205A, 205, 202, and 200 of Block VI., of the district of Wairarapa aforesaid, save and excepting therefrom the island called Ngaawapurua, containing 142 acres, more or less: as the same is delineated on the plan drawn hereon or hereunto annexed; together with all the rights, members, and appurtenances thereunto belonging.

Given under the hand of John Edwin Macdonald, Esq., Chief Judge of the said Court, and issued under the seal thereof.

Dated the 13th day of November, 1883.

J. E. MACDONALD, Chief Judge.

## No. 80.

THIS DEED, made the            day of           , one thousand eight hundred and eighty one, between the aboriginal Natives, whose signatures are affixed hereto, and who are hereinafter called the vendors, of the one part, and Her Majesty the Queen, of the other part. Whereas by a deed dated the fourteenth day of February, one thousand eight hundred and seventy-six, a number of Native chiefs, of the Ngatikahungunu Tribe, who executed the same, did, in consideration of eight hundred pounds, surrender and convey to her said Majesty such eel fishing-rights and other rights and interests of any kind whatsoever which they claimed to have in the Wairarapa Lakes called Okorewa and Wairarapa, or in the borders of such lakes, whether in lands or whether in the water thereof between the lands already sold to her said Majesty bordering on the said lake as therein specified; and whereas it was intended that the said deed should convey to her said Majesty the fee-simple of the lands underneath the waters of the said lakes as well as the said fishing-rights: And whereas the vendors all claim to have been the owners of or to be interested in the said lands underneath the waters of the said lakes, and have agreed to execute this deed for the purpose of confirming the conveyance intended to be made by the hereinbefore recited deed in the manner hereinafter appearing: Now, therefore, this deed witnesseth that the vendors do, and each of them doth, hereby ratify and confirm the conveyance and assurance made by the said deed herein recited, and do, and each of them doth, hereby convey, assure, and confirm unto her said Majesty, her heirs, and successors, the land, rights,

and easements which were intended to be conveyed and assured by the said hereinbefore recited deed, including therein all the lands underneath the waters of the said lakes hereinbefore mentioned, the boundaries of which lands are more particularly set forth in the schedule hereto, and are delineated on the map or plan thereof drawn hereon; to hold the same unto and to the use of her said Majesty, her heirs, and successors for ever, and the vendors do hereby jointly, and each of them doth hereby severally, in addition to covenants herein by law implied, covenant, promise, and agree to and with her said Majesty, her heirs, and successors that they, and each of them, shall and will make all such attendances at, or applications to, any Court or Courts, and do execute and perform all such acts, deeds, matters, and things as may be needful, necessary, or expedient for enabling her said Majesty, her heirs, or successors to obtain a good and valid title in law to the lands, rights, and easements hereinbefore referred to.

## No. 80A.

## SCHEDULE of LANDS abutting the Upper and Lower Lakes sold to the Europeans.

No. of Section.	Date.	Area.	Amount paid on each Section.	Total paid on each Block.	Purchaser.
<i>Township of Featherston.—Owhanga Block.</i>					
		A. R. P.	£ s. d.	£ s. d.	
27 ...	15 Mar., 1854	200 0 0	100 0 0	...	H. Burling.
22 ...	3 Oct., 1857	21 2 19	11 0 0	...	J. Saxby.
21 ...	6 Dec., 1858	21 0 9	10 10 0	...	J. Tidswell.
389, 194 ...	6 Oct., 1876	123 1 0	370 0 0	...	W. L. Lucena.
198, 200, 202, 205, 205A, 512	1 June, 1857	149 0 0	217 10 0	...	Thos. Roberts (sections in one grant, No. 2081).
				709 0 0	
<i>Kahutara Block.</i>					
32 ...	25 May, 1870	63 0 0	30 0 0	...	C. R. Fenwick.
33 ...	31 " 1870	142 0 26	90 0 0	...	Messrs. Williams.
80 ...	12 " 1873	99 2 0	30 0 0	...	Messrs. Williams.
34 ...	1 June, 1870	62 1 18	30 0 0	...	Thomas Benton.
37 ...	21 Dec., 1874	126 0 0	40 0 0	...	W. Harris and W. Duffy.
17 ...	9 May, 1868	1,040 0 0	500 0 0	...	Messrs. Williams.
44 ...	6 Mar., 1876	420 0 0	200 0 0	...	W. W. Johnston.
				920 0 0	
<i>Turanganui Block.</i>					
86 ...	{ 8 May, 1865 25 Nov., 1867 16 Sep., 1869 }	4,799 0 0	2,330 0 0	...	E. Pearce.
85 ...	15 Mar., 1864	210 0 0	100 0 0	...	C. H. Gillespie.
76 ...	{ 13 " 1864 21 Oct., 1864 }	168 0 0	80 0 0	...	J. W. Walker.
84 ...	{ 3 Nov., 1865 30 Dec., 1865 }	126 0 0	60 0 0	...	W. and G. Turnbull.
65 ...	20 Jan., 1863	2,840 0 0	...	2,570 0 0	Raniera te Iho o te Rangi. (Grant under Crown Grant Act No. 2, 1862.)
<i>Turakirae Block.</i>					
102, 101	{ 11 Sep., 1873 2 Mar., 1875 }	315 0 0	150 0 0	...	A. Matthews.
99, 100	{ 29 Oct., 1872 3 Jan., 1873 }	378 0 0	180 0 0	...	A. Matthews.
61, 64, 67, 68, 57, 56, 54, 12, 14, 20	...	16,282 0 0	5,642 13 9	...	C. Matthews.
75 ...	1 May, 1861	210 0 0	100 0 0	...	H. Burling.
76 ...	24 Jan., 1862	1,133 0 0	550 0 0	...	G. Hunter and others.
77 ...	19 Dec., 1857	131 0 0	75 0 0	...	Scrip for 50 acres, C. Sharp.
79 ...	8 " 1874	70 0 18	30 0 0	...	Scrip for 55 acres, Vennell and Bockett.
...	...	122 0 17	58 0 0	...	
78 ...	27 Oct., 1853	149 0 34	200 0 0	...	C. Sharp.
80 ...	16 Feb., 1869	102 3 23	50 0 0	...	J. Johnston.
81 ...	21 June, 1870	112 0 0	53 5 0	...	Gooding and Johnston.
82 ...	{ 16 Mar., 1870 9 June, 1870 }	200 0 0	100 0 0	...	J. Wilkinson.
9 ...	25 Feb., 1859	157 2 0	75 0 0	...	J. Wilkinson.
8 ...	{ 20 May, 1857 9 Jan., 1867 }	314 0 0	500 0 0	...	W. Bennett, scrip for 100 acres.
83 ...	16 Feb., 1869	245 0 0	116 10 0	...	J. Wilkinson.
				7,880 8 9	
Less Raniera's reserve		30,532 3 4		12,079 8 9	
		2,840 0 0			
		27,692 3 4			

Section 92, Government reserve, vested in Wairarapa West by *Gazette* No. 21, 4th March, 1880,

[Extract from *New Zealand Mail*.]

## THE WAIRARAPA LAKE COMMISSION.

DURING the past week Judge Mackay has been sitting as Special Commissioner to inquire into the Wairarapa Lake question. In 1853 Sir Donald McLean purchased from the Natives, in four sales, all the land outside the then high-water mark of the lake, but the lake itself and all fishing-rights in it, and in all rivers, lagoons, and streams on the land sold, were reserved to the Natives. The 1853 high-water mark, being the boundary of the land sold to the Government, the Maoris contend that the then high-water mark is not the present one, as it was altered by the great earthquake of 1855, which lowered the lake and raised large tracts of land formerly covered with water. In 1876 a certain chief named Hiko and sixteen other Natives sold to the Government their fishing-rights, and also a portion of the land upheaved from the lake, and which, from its non-existence at the time, could have formed no part of the 1853 bargains. This sale included the spit of land which, at certain seasons of the year, divides the lower lake from the sea. When this spit is completely closed the lake overflows, and floods the low lands, the water not being able to find its way to the sea.

Prior to 1876 arrangements were made from time to time with the Natives themselves by the settlers to cut through this spit and drain off the surplus water to the sea; this being done after the usual Native fishing season. However, after 1876, in consequence of the sale made by Hiko and others, the settlers attempted to open the lake themselves, and were forcibly stopped by the Natives, who contended that the sale made by Hiko did not give the settlers the right to interfere with the spit, because the settlers were only a portion of the parties interested. The objection to the opening of this spit is the effect it has upon the fish. When the lake is quite closed and the waters are high the eels and other fish are found along this spit of land, and are caught in vast quantities without any trouble. When this spit is cut through, and the waters of the lake lower, the eels make their way back to the lagoons and streams, and are not to be caught in such great numbers in any one spot. In the year 1883 the matter was brought before the Land Court, and Judge Brookfield gave his award in favour of the Natives in so far as regards their title to the lake only, fixing their boundary at the then high-water mark, and ignoring that of 1853. Some two or three sessions ago a clause was inserted in the Public Works Act giving power to any River Boards to deal with such obstructions as the spit in question. Immediately after this the Featherston River Board was formed, and since then this body has opened the lake whenever it thought necessary, without consulting the Natives in any way. Last session a petition to Parliament was presented from the Natives interested, and Judge Mackay was appointed a special Commissioner to inquire into the matter, and report to Parliament.

Briefly summarised, the Maoris claim to have their title recognised to the land within the old high-water mark of 1853, and also compensation for deterioration in value of their fishing-rights caused by the cutting through of the spit. The inquiry has been adjourned to Wellington, and will be resumed there on the 16th instant, principally to take the evidence of Mr. Cooper, who completed the purchase of 1853 on behalf of the Government. Documentary evidence will also be handed in by Mr. Menteach, who is a solicitor to the petitioning Natives. I understand the Maoris would be quite willing to allow the spit to be cut through after their usual fishing-season closes, but they insist upon their title to the land claimed—that is, the land which lies between the high-water mark of 1853 and the boundary fixed by the Native Land Court in 1883, which boundary was contrary to the terms of the sales of 1853. This land has all been sold to settlers by the Government.

## No. 82.—TURAKIRAE BLOCK. (BLOCK I., WEST SIDE OF LAKE, WAIRARAPA DISTRICT.)

THIS paper or deed conveying land, written on this day, on the 1st of the days of September, in the year of our Lord, 1853, is a deed or paper of the full and true consent of us, the chiefs and people of Ngatikahungunu, whose names are written to this deed on behalf of ourselves, our relatives, and descendants, to entirely convey and transfer a portion of our land or country to Victoria, the Queen of England, or to the kings or queens who may succeed her for ever and ever.

And having agreed and consented as above to transfer a portion of our land, Victoria, the Queen of England, on her part agrees to pay us a sum of £2,000 in money: £1,000 of the said money has been paid into our hands by Mr. McLean this day; £500 of the said money is to be paid to us in the days of May, in the year of our Lord, 1854; £500, the last instalment for the said land, is to be paid to us in the days of May, in the year of our Lord, 1855. It is further agreed to by the Queen of England on her part to pay us at certain periods within certain years, to be decided on by the Governor of New Zealand and ourselves—that is, that we are to have a certain additional consideration for the lands we have sold, to be paid to us for the forming of schools to teach our children, for the construction of flour-mills for us, for the construction of hospitals and for medical attendance for us, and also for certain annuities to be paid to us for certain of our chiefs; but it is hereby agreed that we, ourselves, and certain officers, who shall be appointed by the Queen or the Governor of New Zealand, shall carefully discuss in committee to which, and at what times, and in what proportions the said money shall be applied to each of the purposes above specified. The payments to be made annually to our chiefs are to be decided upon by the Governor of New Zealand only, or by an officer appointed by him, who shall have the power of deciding as to which chiefs shall receive the said annual payments. These payments for all the above purposes are to be as follows—that is, when the surveys are complete and the land is resold which we have transferred to the Queen of England, or to the kings or queens who may succeed her; a certain portion of the money to be received by the Queen or Government of New Zealand as payment for the said land is to be deducted for the purposes which have been above specified. The amount of the money which is to be returned to us is 5 per cent., or equal to £5 out of every £100, after deducting the surveys and other expenses connected with laying off the said lands,



The boundaries of the land which has now been transferred are these: Commences at Turakirae on to Orongorongo, and goes up the Orongorongo to its source, and crosses over to Mangatamahine, and goes on to Ngapaiaka, and thence to Haututu, and descends to Ngapewa right on to Te Hakaoterangi, and goes in a north-easterly direction till it reaches to Rereamahanga and on Te Tokahaunua, and descends to Otauria on to Te Taukati, on to the junction of Otauria with the Hatea of Wairarapa, and the fresh-water lake of Wairarapa is the boundary right on to Kiriwai, and right on to the salt-water sea, and thence along the sea-coast on to Turakirae. Now we have assuredly bade farewell to and for ever transferred these portions of our ancestors' lands descended from them to us—that is, we have transferred them under the shining sun of the present day with its lagoons, lakes, rivers, waters, trees, grass, stones, and all and everything above the ground and under the ground, and all and everything connected with the said land are wholly or altogether transferred by us as a sure and certain land from us to Victoria, the Queen of England, or to the kings or queens who may succeed her for ever and ever.

The lands reserved by us within the boundaries now sold are: (1.) At Patungaamatangi, the boundary at one side is at Pontui, and at Mataruawai on the other side, going inland as far as Pukaiaia. (2.) The second is a bush named Waiorongomai, and that bush only. (3.) The third is bounded on the south by Oahanga, Motuopaka is the inland boundary, and Otauria is the north-east boundary. (4.) A place for the Ngatitama to reside on at Hinakitaki, including the residences and cultivations of the hapu of the Ngatitama residing there. (5.) The right of eel fishing in such places as are or may not be drained by the Europeans. These are all the places within the lands we have sold that we retain or hold for ourselves. And having consented to all the conditions contained in this paper, that has been read and explained to us by Mr. McLean, we hereunto sign our names and marks. And the Queen of England on her part having consented to all the conditions contained in this paper, Mr. McLean, the Land Commissioner for the Governor of New Zealand, signs his name.

DONALD McLEAN,	KO HEMI TE MIHA.
Land Commissioner.	KO RANIERA TE IHO.
KO MARAEA TOATOA.	NGAIRO TAKATAKAPUTEA.

No. 83.—TURANGANUI BLOCK. (BLOCK No. 2., EAST SIDE OF LAKE, WAIRARAPA DISTRICT.)

KUA RIRO mai ki a matou i tenei ra i te tahi tekau ma toru (13) o nga ra o Hepetema i te tau o to tatou Ariki Kotahi mano e waru rau e rima tekau ma rima 1855, nga pauna moni e wha rau (£400) takitahi, na te Kupa i homai ki a matou. Ko te utunga whakamutunga tenei ki a matou mo to matou wahi whenua i tukua e matou ki a te Makarimi i te ono (6) o nga ra o Hepetema i te tau 1853, hei kainga pumau tonu iho ki a Wikitoria te Kuini o Ingarangi ki nga Kingi, Kuini ranei o muri iho i a ia a ake tonu atu. I whakaritea hoki enei moni £400 kia homai ki a matou a tenei tau ano.

Ko nga rohe o te whenua e whakaotia nei te utu i tenei tangohanga moni koia enei ka timata i te Hurupi, ka reve tonu i roto i te awa piki noa ki te maunga ki Aorangi ka waiho tonu te rohe kei runga i te tihi o Aorangi puta noa ki te ritenga atu o Pukehinau, ka ahu tonu ki Pukehinau makere noa ki te wai o Mangaroa makere noa ki Paharakeke puta noa ki roto ki te awa o Ruamahanga haere tonu i roto i Ruamahanga puta noa ki te wai o Wairarapa ka waiho i roto i te wai o Wairarapa puta noa ki te Moananui, ka waiho tonu i te taha o te Moananui te rohe puta noa ki te Hurupi.

Heoi ka mutu rawa nga utu ki a matou mo enei kainga, ko nga koha anake i wakaritea i te timatanga kia homai ki a matou, e mau na nga tikanga o aua koha i roto i te pukapuka tuku whenua o te 6 Hepetema, 1853. Ko ena koha anake e toe ana hei homaitanga ki a matou a mua ake nei Nokonei hoki no te rironga mai o enei rau pauna e wha ka tuhia iho o matou ingoa me o matou tohu ki tenei pukapuka.

Na Wiremu Tamihana Hiko.	Mihimete Hineipakutia x tona ripeka.
Wiremu Kingi.	Na Raniera Te Iho.
Hemi te Miha.	Rakera Ku x tona ripeka.
Arihia Ngawawa x tona ripeka.	Hapiata Tarewa x tona ripeka.
Katerina Turakirae x tona ripeka.	Hohaia te rangi x tona ripeka.
Hiu te Miha x tona ripeka.	Hare te Kahoro x tona ripeka.
Hamahona x tona ripeka.	Maraea te Toatoa.
Ngairo Takatakaputea x tona ripeka.	Maika Meha.
Taati Tamaihikoa x tona ripeka.	

Nga Kai-titiro ki tenei homaitanga moni me enei tuhingoa i nga; G. F. Smith, settler, Wairarapa; Archibald Gillies, settler, Wairarapa; Manihera Rangitakaiwaho.

[See page 70 for copy of deed of cession, dated the 6th September, 1853.]

No. 84.—(TRANSLATION OF RECEIPT for last Instalment of Purchase-money of East side of Lake Block.)

WE have received on this day, on the 13th of the day of September, in the year of our Lord, 1855, the sum of £400 in money, which Mr. Cooper has paid to us. This is the final payment to us for our piece of land sold by us to Mr. McLean on the 6th of the day of September, 1853, as a sure possession to Victoria, the Queen of England, and to all the kings and queens, her successors, for ever; the said sum of £400 having been promised to be paid to us in the course of the present year.

The boundaries of the land, the payments for which are finished by the money we are now receiving, are as follow: Beginning at Te Hurupi and running up that stream, and climbing the mountain of Aorangi, the boundary lies on the summit of Aorangi till it reaches the parallel of

Pukehinau, when it runs straight to Pukehinau and falls into the water of Mangaroa, then into Paharakeke and down into the Ruamahanga River, and into the Wairarapa Lake; then it follows the Wairarapa down to the great sea, and then the boundary runs along the sea-coast to the Hurupi.

Now, this is an end of payments to us for these lands. Only the payment of 5 per cent. on sales of land by the Crown, which in the first instance were promised to us, and the particulars of which payments are set forth in the deed of sale of the 6th September, 1853; those payments alone are left to be paid to us hereafter; and upon the receipt by us of £400 we have hereto subscribed our names and marks.

Witnesses to the payment and signatures: G. F. Smith, settler, Wairarapa; Archibald Gillies, settler, Wairarapa; Manihera Rangitakaiwaho. WIREMU TAMIHANA HIKO,

A true translation.—G. S. COOPER, Deputy-Commissioner. And other signatures.

No. 85.—BLOCK No. 2, EAST SIDE OF LAKE.

RESERVES.—(1.) The first place is at the water of Whangaiwakaere on to Rahuraha, and on to Kaikoka, and on to Parekarangaranga, and on to Tango o te Kai, and on Peretanginoa, and on to the Taukati, and on to Tahataharoa, where it ends and strikes into the river of Turanganui. (2.) A piece of timber land at Rahoruru (Pirinoa is the name of the place). It is to be equally divided at a spot called Te Pa. The inland half of the timber land is for the Maoris, and the half towards the sea for the Europeans. (3.) The third place is where the Rangitawhanga was buried. The boundary commences at Wakatomotomo, and on to the Baranga, and on to the Taunata o taku, and on to Te Waototara, and on to the River Turanganui till it reaches Wakatomotomo. (4.) The patch of timber at Okoura; the boundary is confined to a space where there is timber on the south and on the north-east, on a line with the timber across the road, on to Kohunui, on to Komaki, and thence it goes to the Wangaehu River till it reaches the bridge, when it reaches the boundary, is confined to a space only where the timber grows. (5.) The pa at Taanui; the road is on boundary on to the river at Rahoruru, and continues in the river of Rahoruru till it reaches the fences of the plantations of the Maoris and Peter Hume, the European residing there, and the fence forms the boundary till it reaches the pa at Taanui. (6.) A small piece of about four acres at Wakangenge; one boundary is Te Paruparutahi till it joins Whangaiwakarere. (7.) It is agreed upon to reserve a place for Raniera te Iho o te Rangi, bounded by the road going to Te Kopi on the east, by the Turanganui River on one side, and the sea forms the other boundary; but the ferry and 80 acres of land are for ever reserved to the Queen within this land that the ferry may be conducted under the laws and regulations of the Government. (8.) Fifty acres of land within the Crown land to be reserved for Rihara, the Native teacher. These are all the reserves.

No. 86.—TAUHERENIKAU BLOCK (TAUHERENIKAU No. 4 BLOCK, WAIRARAPA DISTRICT).

THIS paper or deed conveying land, written on this day, on the 19th of the days of September, in the year of our Lord, 1853, is a deed or paper of the full and true consent of us, the chiefs and people of Ngatikahungunu, whose names are written to this deed, on behalf of ourselves, our relatives, and descendants, to entirely convey and transfer a portion of our land or country to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever.

And having agreed and consented, as above, to transfer a portion of our land, Victoria, the Queen of England, on her part, agrees to pay us a sum of £2,000 in money: £1,000 of the said money has been paid into our hands by Mr. McLean this day; £200 of the said money is to be paid to us in the days of May, in the year of our Lord, 1854; £200 of the said money is to be paid to us in the days of May, in the year of our Lord, 1855; £200 of the said money is to be paid to us in the year of our Lord 1856; £200 of the said money to be paid to us in the year of our Lord, 1857; £200, the last instalment for the said land, is to be paid to us in the days of May, in the year of our Lord, 1858. It is further agreed to by the Queen of England, on her part, to pay us at certain periods within certain years, to be decided on by the Governor of New Zealand and ourselves—that is, that we are to have a certain additional consideration for the lands we have sold to be paid to us for the forming of schools to teach our children, for the construction of flour-mills for us, for the construction of hospitals and medical attendance for us, or other purposes of a like nature in which our people are interested, and also for certain annuities to be paid to us for certain of our chiefs, and for clothes or other presents to our old men or others of our people; but it is hereby agreed that we ourselves and certain officers, who shall be appointed by the Queen or Governor of New Zealand, shall carefully discuss in committee, to which, and at what times, and in what proportions, the said money shall be applied to each of the purposes above specified. The payments to be made annually to our chiefs are to be decided upon by the Governor of New Zealand only, or by an officer appointed by him, who shall have the power of deciding as to which chiefs shall receive the said annual payments. These payments for all the above purposes are to be as follows—that is, when the surveys are complete and the land is resold which we have transferred to the Queen of England, or to the kings or queens who may succeed her, a certain portion of the money to be received by the Queen or Government of New Zealand as payment for the said land, is to be deducted for the purposes above specified. The amount of money to be returned to us is 5 per cent, or equal to £5 out of every £100, after deducting the surveys and other expenses connected with laying off the said lands. The boundaries of the land are these: Commencing at Te Rereomahanga, thence into the Heretaonga, on to Tokahaunia, and thence to Otauria and goes inland till it ascends at Te Tarehu and descends to the Puatamatoe, and thence to Makahakaha, on to Motuokaira, and thence in an easterly direction till it strikes Te Huruparera, and descends into Tauwharenikau, and crosses to Motuhinehine, and thence through the centre of the Moroa Plains till it joins the Haruru o Hakeke, on to Waiohine, and crosses that river to the Ahera, on to Mataraua, on to the Tapuaeotahitahi, on to Otapahika till it reaches Mangatarere, on to Mauroia, thence to Mangatarere,

on to Ahinepuariari, on to the Pahuri till it reaches the Hiwera, on to the Ahitapi, on to the Aokino, on to the Manuakore, on to Taumata-wakatangi-kuouou, and on to Waengaawa and up the Waengaawa to its source, thence on to the Hangaohiatangata and on to the source of the Otaki, and descends in the Otaki River to the Tarahanga, and goes in a southerly direction to Maturangi till the boundary joins to Hakaoterangi.

Now, we have fully considered and reflected, and for ever bade farewell to and transferred these lands, descended to us from our ancestors, and now our property, with all its rivers, streams, lakes, waters, trees, grass, stones, hills, and ridges, its good and bad places, and everything under and above the said land, and all and everything connected with the said land, has been certainly transferred by us, under the shining sun of the present day, as a certain land from us to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever. And having consented to all the conditions contained in this paper, that has been read and explained to us by Mr. McLean, we hereto sign our names and marks. And the Queen of England, on her part, having consented to all the conditions contained in this paper, Mr. McLean, the Land Commissioner, for the Governor of New Zealand, signs his name.

Donald McLean

Land Commissioner.

Wiremu Kingi Tutepakihirangi.

Te Watarauhi Nohowhare.

Te Whaitere Takarawaho.

Manihera te Rangitakaiwaho.

Na Raniera te Iho o te rangi.

Ngairo Takatakaputea.

Here follow additional Native signatures.

Witnesses to the signatures and payment: W. M. Smith, Government Surveyor, J.P., Wairarapa; John P. Russell, settler, Whangai Moana, Wairarapa; A. Gillies, settler, Otarua, Wairarapa; Charles R. Few, teacher, Wairarapa; J. M. Jury, seaman, Wairarapa; D. Morrison, settler, Wairarapa; Rihara Taka, Kai Wakaako, Wairarapa.

A true translation.—DONALD McLEAN, Land Commissioner.

#### No. 87.—KUMENGA BLOCK.

This deed is a paper of the full consent of us, the Chiefs and people whose names are hereunto attached, entirely to give up a certain portion of our land to Victoria, the Queen of England, and to the kings or queens who may succeed, for ever and ever. And, in consideration of our full consent to give up this portion of our land, Victoria, the Queen of England, agrees on her part to give us the sum of £100 once told, which money we have this day received from Donald McLean.

The boundaries of the land commence at Tuhitarata, thence to Waipakiaka, thence to Ture o te rakato, thence to Ruamahanga, thence to Ngapaiaka, and in the Ruamahanga to Porango, thence to Karakanui te Kumenga, thence upwards to the old boundary at Paharakeke, and along the said old boundary to Tuhitarata.

Now we have entirely given up this land and for ever and ever.

TE HIKO.

Witnesses: Purvis Russell, grazier, Ahuriri; Angus McMaster, settler, Wairarapa; Manihera, J.P.

In this deed Te Hiko, a principal chief, signs on behalf of himself and his people.—DONALD McLEAN, Commissioner.

A true copy of original deed and translation.—H. HANSON TURTON.

Wellington, 4th February, 1876.

#### No. 88.—PATUNGA A MATANGI RESERVE.—(TRANSLATION.)

This deed which we have signed on this, the 14th December, 1853, is a deed by which we faithfully surrender on our own behalf, and on behalf of our relatives and descendants, a portion of our land to Victoria, the Queen of England, and to her successors, for ever.

The boundaries commence at the mouth of the River Ponui, from thence to Wharetukua, following the boundary of the land which has been sold to the Queen, ascending the hill called Tararua at its largest part, it then follows the ridge until it reaches the source of the Manganui-owha, from thence to Pukaiaia, it then comes along the boundary which has already been sold to the Queen at Ruamahanga, and from thence until it joins the mouth of the River Ponui; the whole of the land which we reserved when formerly the sale of the land took place to the Queen. The payment which we are to receive for this land is £400, and the 5 per cent which has been allowed to the other sellers of the lands in Wairarapa. We have this day received £200 from Mr. McLean as part of the payment. The remaining £200, being the last instalment, we are to receive in the month of May, 1854. And this being the perfecting of these our arrangement we have herewith signed our names.

NA WIREMU TAMIHANA HIKO.

NA RANIERA TE IHO.

Witnesses: W. M. Smith, J.P., Government Surveyor; John P. Russell, settler, Whangai-Moana, Wairarapa; Manihera, J.P., Wairarapa.

True translation.—H. T. KEMP.

A true copy of original deed and translation.—H. HANSON TURTON.

Wellington, 31st January, 1876.

#### No. 89.—WAIORONGOMAI BLOCK, WAIRARAPA DISTRICT.

TENEI pukapuka tuku whenua e tuhituhia nei i tenei ra i te rua tekau ma rua 22 o nga ra o Tihema i te tau o to tatou Ariki kotahi mano e waru e rima tekau ma toru 1853. He pukapuka tino whakaae pono na matou na nga Rangitira me nga tangata o Ngatikahungunu e mau nei nga ingoa ki tenei pukapuka mo matou mo a matou whanaunga me o matou uri katoa e whanau i muri iho i a matou kia tino tukua rawatia tenei wahi o to matou kainga ki a Wikitoria te Kuini o Ingarini ki nga Kingi Kuini ranei o muri iho i a ia ake tonu atu.

A mo to matou whakaaetanga kia tino tukua rawatia tenei wahi o to matou kainga e whakaae ana hoki a Wikitoria te Kuini o Ingarini mona kia utua matou ki nga pauna moni Kotahi £100 takitahi ko aua moni kua riro mai ki a matou i tenei ra na te Makarini i homai.

Ko te wahi whenua e huaina ko Waiorongomai te Ngaherehere me ona wahi katia ara ko te whenua katoa i whakatapua e matou i te tukunga nui o te hokonga tuatahi o Wairarapa ka oti nei i a matou te tino tukua rawa atu me ona aha noa iho o taua whenua ki a Wikitoria te Kuini o Ingarini ki nga Kingi Kuini ranei o muri iho i a ia ake tonu atu.

A mo to matou whakaaetanga ki nga tikanga katoa o roto i tenei pukapuka ka tuhia iho e matou o matou ingoa. A mo te whakaaetanga o te Kuini o Ingarini mona ki nga tikanga katoa o roto i tenei Pukapuka ka tuhia iho e te Makarini te kai whakarite whenua o te Kawana o Nui Tireni tona ingoa.

DONALD McLEAN, NA RANIERA TE IHO,  
Land Commissioner. NA WIREMU TAMIHANA HIKO.

Nga kai titiro ki enei homatanga utu me enei tuhinga ingoa: O. N. D'Arcy, Captain, 65th Regiment; George Meyler, Captain, 65th Regiment; Manihera te Rangitakaiwaho, J.P.; Wiremu Kingi Tutepakihirangi; John P. Russell, settler, Whangai Moana, Wairarapa.

TRANSLATION.

THIS deed being a sale of land, written on this day, on the 22nd of the days of December, in the year of our Lord, 1853, being the full and faithful consent of us, the chiefs and people of Ngatikahungunu, whose names are hereunto attached on behalf of ourselves, our relatives, and our descendants for ever, to fully give up and transfer a portion of our land to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever.

And in consideration of our full consent to give up and make over this portion of our land Victoria, the Queen of England, on her part, agrees to give us the sum of £100, which we have received from Donald McLean this day.

That portion called Waiorongomai, the forest and all its parts—that is, the portion as reserved in our first sale of the Wairarapa, is now fully and finally given up to Victoria, the Queen of England, and to the kings or queens who may succeed her, for ever and ever.

And in testimony of our consent to all the conditions of this deed we hereunto affix our names. And in testimony of the consent of the Queen of England to all the conditions of this deed on her part, Donald McLean, Land Purchase Commissioner of the Government of New Zealand, has hereto affixed his name.

DONALD McLEAN, NA RANIERA TE IHO,  
Land Commissioner. NA WIREMU TAMIHANA HIKO.

Witnesses to the payment and signatures: O. N. D'Arcy, Captain, 65th Regiment; George Meyler, Captain, 65th Regiment; Manihera te Rangitakaiwaho, J.P.; Wiremu Kingi Tutepakihirangi; John P. Russell, settler, Whangai Moana, Wairarapa.

A true copy of original deed and translation.—H. HANSON TURTON.

Wellington, 4th February, 1876.

No. 90.—OWHANGA BLOCK. (TRANSLATION.)

THIS deed of sale of land, written on this 23rd day of December, in the year of 1853, is a document of the true consent of us, the chiefs and people of Ngatikahungunu, whose names are hereunto attached, for ourselves, our relatives, and all our descendants who may be born after us, to cede entirely a portion of our place to Victoria, the Queen of England, and to the kings or queens who may succeed her, for ever.

And on account of our consent to altogether cede this portion of our place, Victoria, the Queen of England, agrees on Her behalf to pay us the sum of £1,000, and we have on this day received that money from Mr. McLean.

The boundaries of the land commence at Owhanga, thence towards the north-west to Owhakau; thence towards the east to Tareha, thence to Motukaira, thence to Huruparera, thence to Motuhinahina, thence to Te Aramahutahuta, thence to Te Haka, thence to Te Takapau, thence towards Te Wharaungahou; thence to the south to Oteruau, thence to Te Huruatemanu, thence to Te Arohata-a-Tumokonui, thence to Tukurua, thence to Taingaokuhu, thence to the mouth of Mangatete, thence to the mouth of the Ruahine, thence to Wairarapa, thence to the north-west to Owhanga, where the boundaries join. Included with this arrangement is all the land ceded by Te Waka Tahuahi and Te Manihera at Te Kuratawhiti. There are to be 100 acres for Rawiri Piharau at Motupiri.

Well, we have considered over the matter, we have greeted, we have said good-bye to and have finally ceded this place of our ancestors', derived by us from them, together with all its rivers, its branches, its lakes, its waters, its trees, its herbage, its stones, its plains, and its good places and its bad places, and all things whether on the surface of the soil or underneath it, together with everything appertaining to that land, we have finally ceded it, under the shining sun of this day, to be a permanent possession from us for Victoria, the Queen of England, and the kings or queens who may succeed her, for ever.

And in token of our consent to all the conditions of this deed we hereunto set our names and marks. And in token of the consent of the Queen of England, on her part, to all the conditions of this deed Mr. McLean, the Land-purchase Commissioner of the Government of New Zealand, has signed his name.

[Witnesses.]

[Signatures.]

Correct translation.—T. E. YOUNG, Translator, Native Department.

A true copy of original deed and translation.—H. HANSON TURTON.

Wellington, 14th January, 1876.

## No. 91.—RESERVE AT OWHANGA. (TRANSLATION.)

THIS deed, being a sale of land, written on this day, the 23rd day of December, in the year of our Lord, 1853, being a full and unreserved giving up by us, the chiefs and people of the Ngatikahungunu, whose names are hereunto attached, for us and our relatives and descendants for ever, being a full and final giving up and making over of a certain portion of our land to Victoria, the Queen of England, and to the kings and queens who may succeed her, for ever and ever.

And in consideration of our consent to all the terms of this deed, Victoria, the Queen of England, on her part agrees to give us the sum of £1,000, which sum we have this day received from Mr. McLean.

The boundaries of this land commence at Owhanga, and on towards the westwards to Owhakau; thence eastward to the Tarehu, thence on to Puaotamatoi, thence on to Motuokaira, thence on to Huruparera, thence on to Motuhinahina, thence on to Aramahutahuta, thence on to Te Haka, thence on to Te Takapau, thence on to the side of Waraungahou; thence on southward, thence to Oteruaui, thence on to Huruatemanu, thence on to Arohata a Tumokonui, thence on to Tukura, thence on to Taingaokuhu, thence on to Ngutuawa o Mangatete, thence on to the entrance of the Ruahine, thence descending to Wairarapa; thence westerly and on to Owhanga, here the boundaries join. This deed also includes all the land sold by Waka Tahuahi and by Manihera at Kuratawiti. One hundred acres of this land are for Rawiri Piharau at Motupiri.

Now, we have for ever given up and wept over, and bid farewell to, and transferred this land, which has descended to us from our ancestors, with its streams, its rivers, its lakes, its waters, its timber, its pastures, its minerals, its cliffs, its fertile spots, its barren places, with all above and with all below the said land, and with all appertaining to the said land, we have now entirely given up, under the shining sun of this day, as a lasting possession to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever.

And in testimony of our consent to all the conditions contained in this deed, we have hereto affixed our names and marks. And in testimony of the consent of the Queen of England to all the conditions contained in this deed, Donald McLean, Land Commissioner of the Governor of New Zealand, has hereto affixed his name.

DONALD McLEAN,

Land Commissioner.

MANIHERA TE RANGITAKAIWAHO,

And nine others.

Witnesses to the payments and signatures of names and marks: Henry St. Hill, Resident Magistrate, Wellington; Henry W. Petre, Postmaster-General, New Zealand; John P. Russell, settler, Whangai Moana, Wairarapa.

A true copy of original deed and translation—H. HANSON TURTON.

Wellington, 5th February, 1876.

## No. 92.—KAHUTARA BLOCK (PART OF BIDWELL'S RUN), WAIRARAPA DISTRICT.

TENEI pukupuka tuku whenua e tuituhia nei i tenei ra, i te rima o nga ra o Tihema i te tau o to tatou Ariki Kotahi mano e waru rau e rima tekau ma wha 1854. He pukakuka tino whakaae pono na matou na nga Rangatira me nga tangata o Ngatikahungunu e mau nei nga ingoa ki tenei pukapuka, mo matou mo o matou whanaunga me o matou uri katoa e whanau i muri iho i a matou kia tino tukua rawatia tetahi wahi o to matou kainga ki a Wikitoria te Kuini o Ingarini ki nga Kingi Kuini ranei o muri iho i a ia ake tonu atu.

A mo to matou whakaetaanga kia tino tukua rawatia tenei wahi o to matou kainga, e whakaae ana hoki a Wikitoria te Kuini o Ingarini mona kia utua matou ki nga pauna moni e ono rau e rima tekau takitahi (£650) ko aua moni kua riro mai ki a matou i tenei ra na te Makarini i homai.

Ka timata nga rohe o te whenua ki te taha awa o Ruamahanga kei te Hopai, ka rere ki te Ikarua, ki rere i roto i te ngaherehere ka tae ki te Karaka-o-te-Aromau ka rere ki Wainuiomata ka ahu whaka te rawhiti mau rawa atu ko Taumata-o-te-Ruruku ka rere ki Kopuranui ka kokiritia i reira mau rawa atu ko te Waipakura mau rawa atu ko te Kopuru mau rawa atu ko Mangawhetu mau rawa atu ki te ritenga whaka te tonga o te kainga o Pikiwhara (Bidwill) ka ahu whakatemauro mau rawa atu ki Apori haere Mangatete, te Ruahine ko te rohe tenei o te whenua i tukua e nga tangata Maori ki a te Kuini i tera tau, ka whai tonu i taua rohe puta noa ki Tuakipuku, mau rawa atu ki Whakahemate rere tonu ki roto ki te Hopai tutaki noa ki te Ikarua. Ko nga ara putanga mo matou tahi ko nga pakeha ha whakaetia e matou kia waiho hei ara haereerenga ake tonu atu.

Heoi, kua oti i a matou te hurihuri te mihi te poroporoaki te tino tuku rawa i tenei kainga o a matou tupuna tuku iho ki a matou me ona awa me ona manga me ona roto me ona wai me ona rakau me ona otaota me ona kowhatu me nga mea katoa i runga ranei o te whenua i raro ranei o te whenua me nga aha noa iho o taua whenua kua oti i a matou te tino tuku rawa atu i tenei ra e whiti nei a ake tonu atu.

A mo to matou whakaetaanga ki nga tikanga katoa o tenei kukapuka kua tuhia iho o matou ingoa me o matou tohu.

NA WIREMU TUTERE WAKAHAURANGI.

HIKO TE TAAHI X.

HOHAIA TE RANGI X.

NGATUERE TAWHAO X.

WI KINGI TUTEPAKIHIRANGI.

Nga Kai-titiro ki tenei homaitanga utu me enei tuhinga ingoa, tohu hoki: G. S. Cooper, District Commissioner; C. R. Bidwell, settler, Wairarapa.

## TRANSLATION.

THIS paper or deed, transferring land, written on this day, on the 5th of the days of December, in the year of our Lord, 1854, is a paper of the full and true consent of us, the chiefs and people of

Ngatikahungunu, whose names are attached to this paper, on behalf of ourselves, our relatives, and descendants to entirely give up a portion of our land to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and for ever.

And having consented to entirely and for ever give up this portion of our land, Victoria, the Queen of England, on her part; agrees to pay us a sum of £650, which amount we have this day received from Mr. McLean. The boundaries of the land commence on the bank of the Ruamahanga at Te Hopai, running on to Te Ikarua, thence through the wood to Te Karaka-o-te-Aromau, thence to Wainuiomata; whence it runs in an easterly direction to Taumata-o-te-Ruruku, thence to Kopuranui, there it takes a turn, and runs on to Te Waipakura, thence to Te Kopuru, thence to Mangawhetu; thence to a point southward of Mr. Bidwill's house; thence in a westerly direction to Apori, thence to Mangatete, thence to Ruahine, which is the boundary of the land sold by the Maoris to the Queen last year, following this boundary line to Tuakipuku, thence Te Whakahemate, thence into Te Hopai, closing up at the Ikarua. We hereby agree that all roads of ingress and egress to this land for ourselves and the Europeans shall be left open as roads for ever and ever.

Now, we have thought over and reflected, and bade farewell to, and entirely given up this land, descended from our ancestors to us, with its rivers, streams, lakes, waters, trees, grass, and everything above or below the soil, and everything connected with the said land; we have entirely and fully surrendered, under the shining sun of the present day, for ever and ever. And, in witness of our assent to all the conditions of this deed, we have hereunto subscribed our names and marks.

WIREMU TUTERE WHAKAHAURANGI.  
HIKO TE TAATI X.  
HOHAIA TE RANGI X.

NGATUERE TAWHAO X.  
WI KINGI TUTEPAKIHIRANGI.

Witnesses to the payment and signatures: G. S. Cooper, District Commissioner; C. R. Bidwill, settler, Wairarapa.

A true translation.—G. S. COOPER, District Commissioner.

A true copy of original deed and translation.—H. HANSON TURTON.

Wellington, 10th February, 1876.

#### No. 93.—TAHEKE OR PUATA BLOCK.

KUA riro mai ki a matou i tenei ra i te rua tekau ma tahi 21 o nga ra o Hanuere i te tau o to tatou Ariki 1862 nga pauna moni kotahi rau e rima tekau takitahi £150 ko nga utu enei i wakaritea e matou tahi ko te Makarini mo to matou whenua ki Wairarapa e mau nei nga rohe ki tenei pukapuka. Kotahi rau e rima tekau kua riro ai te Manihera i Ahuriri i te tau 1858.

Ka timata te rohe ki te tukunga o Mitai Poneke rere tonu wakararo i roto o Ruamahanga puta noa ki Tuakipuku haere tonu i roto i te hatea i Wairarapa mau noa ko te Taheke ka whati ikonei mau noa ki Nga Kiori rere atu i Nga Kiori ka mau ano ko te awa o te Whakaehu mau noa atu ko te Matau ka mau ano ko te Tawai rere atu ka mau ano ko te Kotenga poronui ka mau ko te Mairi ka makere ki roto o Waiohai haere i roto i te awa o Waiohai tae noa ki te rohe o te tukunga o Mitai rere noa ki te Kumenga tutaki no ki Ruamahanga.

Kotahi te rau 100 o nga eka e wakatakotoria mo Wiremu Tamihana Hiko ki roto i tenei whenua, kotahi hoki te rau eka mo Wiremu Tutere, kotahi hoki te rau eka mo Tamaihikoia.

Mo te rironga mai o enei moni kotahi rau e rima tekau ki a matou i tenei ra ka tino wakaotia tenei whenua ki a te Kuini o Ingarani ake tonu atu.

NA MANIHERA.	TE MATENGA x his mark.
NA WIREMU TUTERE.	APERAHAMA MATENGA.
TAMAIHIKIOIA x his mark.	PARATENE NUKU x his mark.

Nga kai-titiro: W. E. Thomas, J.P.; George F. Swainson, surveyor; Malcolm Fraser, surveyor, N.L.P.D.

#### TRANSLATION.

WE have received on this day, the 21st of January, in the year of our Lord, 1862, the sum of £150. This is the sum which we agreed with D. McLean, Esq., should be paid to us for our land at Wairarapa, the boundaries of which are written on this deed. One hundred and fifty pounds was received by Te Manihera, at Ahuriri, in the year 1858.

The boundaries commence at the boundary of the land sold by Mitai Poneke, thence in and down the Ruamahanga River to Tuakipuku, and along the shore of the Wairarapa Lake to the Taheke, here it turns and goes to Nga Kiori, and on to the River Wakaehu and on to the Matau, thence to the Tawai, thence to the Kotenga pronui, thence to the Mairi, thence into and down the Waiohai, thence to the boundary of the land sold by Mitai on to the Kumenga, and closes at the Ruamahanga.

One hundred acres of this land are to be reserved for Wiremu Tamihana Hiko, also 100 acres for Wiremu Tutere, and 100 acres for Tamaihikoia.

And, in consideration of this sum of £150 paid to us on this day, we entirely give up this land to Victoria, the Queen of England, for ever and ever.

NA TE MANIHERA.	TE MATENGA, x his mark.
NA WIREMU TUTERE.	APERAHAMA MATENGA.
TAMAIHIKIOIA, x his mark.	PARATENE NUKU x.

Witnesses: W. E. Thomas, J.P.; George F. Swainson, surveyor; Malcolm Fraser, surveyor, N.L.P.D.

A true copy of original receipt and translation.—H. HANSON TURTON.

Wellington, 13th January, 1876.

## No. 94.—WAIRARAPA LAKES BLOCK, WAIRARAPA DISTRICT.

TENEI pukapuka tuturu no te tekau ma wha o nga ra o Pepuere kotahi mano e waru rau e whitu tekau ma ono i whakaaetia ai i waenganui i te Kuini o Ingarangi o te taha tuatahi me nga tangata e mau ake nei o ratou ingoa o te taha tuarua. No te mea kua whaitake matou e mau ake nei o matou ingoa he Rangatira o Ngatikahungunu ki nga wai o nga Hatea o Wairarapa ko nga ingoa ko Okorewa ko Wairarapa hei hiinga Tuna. Ko aua take kua atawhaitia e te Kawanatanga o Nui Tireni ina hoki kihai nga pakeha i tukua kia kari atu i nga wai o roto o aua Hatea ki te moana. Na mo runga i te whakaaro mo nga utu e waru rau pauna hei utu mo aua take a no runga i te whakaaro mo nga moni penihana e rima tekau pauna mo ia tau mo ia tau hei utunga atu ki a Hiko Piata tetahi o matou ka tukua atu ka hoatu e matou ki a te Kuini o Ingarangi aua take hiinga tataitanga tuna e era atu take paanga mana ranei ahakoa pehea pehea e mea nei matou kei a matou aua take e pupuri ana i roto i aua Hatea i runga ranei i nga tahataha o aua Hatea ahakoa ki roto i te whenua kei roto i nga wai ranei kei waenganui i nga rohe o nga whenua kua hokona imua ki a te Kuini i runga i te tahataha o aua Hatea ara i waenga o nga porako o Turakirae o Turanganui o Kahutara o Tauherenikau hui atu ki te wahi onepu i waenganui i Kiriwai o Okorewa kei te whakawhitinga kua tohungia ki runga i te parani e piri nei. E rua tekau pauna tetahi wahi o aua moni kua utua mai o te 12 o Pepuere a £280 kua utua i tenei ra ki a matou, ko nga toenga e rima rau, me utu mai ki a Hiko raua ko E. S. Maunsell i tetahi wahi i tetahi ra ranei a mua ake nei ka whakaritea ai ma raua e tuhi i te pukapuka o aua moni hei tohu kua puta tika aua moni.

Hiko Piata x tona tohu.

Hemi te Miha.

Ruihi te Miha.

Ani Hiko x tona tohu.

Arihia Ngawhawha x tona tohu.

Wi Kingi Tutepakihirangi.

Hoani Rangitakaiwaho.

Ngairo Takatakaputea x tona tohu.

Hariata Amoake x tona tohu.

Te Waka Tahuahi x tona tohu.

Wi Paraone Pahoro x tona tohu.

Paiura Watarauhi x tona tohu.

Hemi Epanaia.

Hori Taha.

Hohepa Aporo.

I tuhia e Hemi Te Miha i tohungia hoki e Hiko Piata i te aroaro o—H. Halse, Judge, N.L.C., Wellington; E. S. Maunsell, Interpreter, Wairarapa.

I tuhia e Ruihi Te Miha e Ani Hoko raua ko Arihia Ngawhawha ki o raua tohu oti rawa te panui atu nga kupu o roto o tenei pukapuka ki a ratou i te tuatahi i te aroaro o—Aporo Te Kahoro, Waitapu; Duncan McMaster, Tuhitarata.

I tuhia e Wiremu Kingi Tutepakihirangi raua ko Hoani Rangitakaiwaho me Hariata Amoake ki tona tohu i te aroaro o—John Tully, J.P.; E. S. Maunsell, Interpreter, Wairarapa.

I tuhia e Ngairo i te aroaro o—Samuel Revans, J.P.; E. S. Maunsell, Interpreter, Wairarapa; Kingi Ngatuere.

I tuhia e Te Waka Tahuahi ki tona tohu i te aroaro o—G. D. Ward Sallust, Assistant-Schoolmaster, Greytown.

Kaititiro ki te ingoa o Hohepa Aporo—C. S. Burns, law clerk, Greytown.

I tuhia e Hemi Epanaia e Hori Taha e Wi Paraone me Paiura Watarauhi hi ki o raua tohu i te aroaro o—John Tully, J.P.

Tuhitarata, Wairarapa, 4 Mei, 1876.

Kua riro mai i a maua na Te Kawanatanga o Niu Tireni i homai nga moni katoa o te hoko ki a Te Kuini o Ingarani o nga take o te tangata Maori o roto o nga wai hiinga tuna aha ranei o nga moana o Wairarapa o Okorewa, e Waru rau pauna i runga i nga tikanga o te pukapuka o te hoko e mau ake nei; heoi ko te utunga mutunga i tenei ra e rima rau pauna—£800.

HIKO PIATA x tona tohu.

E. MANIHERA (E. S. MAUNSELL).

Kai titiro ki te tohu a Hiko Piata me te tuhinga a E. Manihera i tona ingoa.—J. A. Edmondson, merchant, Wellington.

## TRANSLATION.

THIS deed made the 14th day of February, 1876, between Her Majesty the Queen of England, of the first part, and the undersigned of the second part. Whereas; we the undersigned Native chiefs, of the Ngatikahungunu Tribe, have held rights over the waters of the Wairarapa Lakes, called Okorewa and Wairarapa, for the purposes of eel fishing, which rights have been protected by the Government of New Zealand, insomuch that Europeans have not been permitted to use artificial means to drain off into the sea the waters confined in such lakes. Now, therefore, in consideration of the sum of £800 for the purpose of such rights, and in consideration of an annuity or pension of £50, to be paid to Hiko Piata, one of us, we hereby surrender and convey to Her Majesty the Queen of England such eel fishery-rights, and other rights and interests of any kind whatsoever which we claim to have in such lakes, or in the borders of such lakes, whether in land or whether in the waters thereof, between the lands already sold to Her Majesty the Queen bordering on such lakes—that is to say, between the blocks of land called Turakirae, Turanganui, Kahutara, Tauherenikau, and including the sand-spit between Kiriwai and Okorewa, at the ferry, as shown on the plan drawn hereon. Twenty pounds, part of the said sum of money, has been paid on the 12th day of February instant; £280 paid to us this day, the remaining amount, £500, to be paid to Hiko and E. Maunsell at such a place and on such a day to be hereafter appointed. They two shall sign a receipt in proof of the payment of such money.

[Witnesses.]

[Signatures.]

Tuhitarata, Wairarapa, 4 Mei, 1876.

We acknowledge to have received from the Government of New Zealand all the money of sale to the Queen of England of the rights of the Maori people in the waters, eel fisheries, or other rights in the lakes of Wairarapa and Okorewa, £800, in accordance with the terms of the within deed of sale. The final payment, £500, was made this day—£800.

[Witnesses.]

[Signatures.]

A true copy of original translation and receipt.—H. HANSON TURTON.  
Wellington, 27th September, 1877.

No. 95.—D. 169.

THIS paper or deed conveying land, written on this day, on the 6th of the days of September, in the year of our Lord, 1853, is a deed or paper of the full and true consent of us, the chiefs and people of Ngatikahungunu, whose names are written to this deed on behalf of ourselves, our relations, and descendants, to entirely convey and transfer a portion of our land or country to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever.

And having agreed and consented as above to transfer this portion of our land, Victoria, the Queen of England, on her part, agrees to pay us a sum of £1,100 in money: £700 of the said money has been paid into our hands by Mr. McLean this day; £400 of the said money being the last payment of the said lands, is to be paid to us in the days of May, in the year of our Lord, 1855. It is further agreed to by the Queen of England, on her part, to pay us at certain periods within certain years, to be decided on by the Governor of New Zealand and ourselves—that is, that we are to have a certain additional consideration for the lands we have sold—to be paid to us for the forming of schools to teach our children, for the construction of flour-mills for us, for the construction of hospitals and for medical attendance for us, and also for certain annuities to be paid to us for certain of our chiefs; but it is hereby agreed that we ourselves and certain officers, who shall be appointed by the Queen or the Governor of New Zealand, shall carefully discuss in committee to which and at what times, and in what proportions, the said money shall be applied to each of the above specified purposes. The payments to be made annually to our chiefs are to be decided upon by the Governor of New Zealand only, or by an officer appointed by him, who shall have the power of deciding as to which chief shall receive the said annual payments. These payments for all the above purposes are to be as follows—that is, when the surveys are complete and the land is resold which we have transferred to the Queen of England, or to the kings or queens who may succeed her, a certain portion of the money to be received by the Queen or Government of New Zealand as payment of said lands is to be deducted for the purposes which have been above specified. The amount of the money to be returned to us is 5 per cent., or equal to £5 out of every £100, after deducting the surveys and other expenses connected with laying off the said lands.

The boundaries of the land which we have now sold, and for ever given up to the Queen of England, are these: Commencing at Hurupi, and continuing in the water of the Hurupi up the Aorangi Mountain, and the highest peaks along the centre of the Aorangi Range forms the boundary until it comes in a line with Pukehinau, thence it goes in the direction of Pukehinau till it joins the Mangaroa Stream, thence along that stream to Paharakeke, and thence along the Paharakeke Stream till it joins the Ruamahanga, and the Ruamahanga River forms the boundary till it empties itself in the lake of the Wairarapa, and the Wairarapa Lake forms the boundary till it empties itself into the sea, and thence the boundary continues along the sea coast till it reaches the Hurupi Stream.

Now, we have fully reflected and considered and for ever bade farewell to and transferred those lands descended to us from our ancestors, and now our property, with all its rivers, streams, lakes, waters, trees, grass, stones, hills, and ridges, its good and bad places, and everything under and above the said land, and all and everything connected with the said land has been certainly transferred by us, under the shining sun of the present day, as a certain land from us to Victoria, the Queen of England, or to the kings or queens who may succeed her, for ever and ever. The reserves hereby agreed upon for us within the boundaries now sold are these: (1.) The first place is at the water of Whangaiwakarere on to Rāhoruru, and on to Kaikōka, and on to Parekarengaranga, and on to Tango o te Kai, and on to Paretanginoā, and on to the Taukati, and on to Tahataharoa, where it ends and strikes into the River Turanganui. (2.) A piece of timber land at Rāhoruru—Pirinoā is the name of the place. It is to be equally divided at a place called te Pa. The inland half of the timber land is for the Maoris, and the half towards the sea for the Europeans. (3.) The third place is where the Rangitawhangi was buried: The boundary commences at Whakatōmoto and on to the Raranga, and to the Taumata o Taku, and on to Te Waototara, and on to the river of Turanganui till it reaches Whakatōmotomo. (4.) The patch of timber land at Okouru: The boundary is confined to the space on which there is timber on the south and on the north-east, on a line with the timber across the road, on to Kohunui on to Komaki, and thence it goes to the Wangaehu River till it reaches the bridge; when it reaches there the boundary is confined to the space only on which the timber grows. (5.) The pa at Tauanui: The road is one boundary on to the river at Rāhoruru, and continues in the river of Rāhoruru till it reaches the fence of the plantations of the Maoris and Peter Hume, the European residing there, and the fence forms the boundary till it reaches the pa of Tauanui. (6.) A small piece of about 4 acres at Wakāngenge: One boundary is at Paruparutahi till it joins the Whangaiwakarere. (7.) It is agreed upon to reserve a place for Rāniera te Iho o te rangi. Bounded by the road going to Te Kōpi on the east, by the Turanganui River on one side, and the sea forms the other boundary; but the ferry and 80 acres of land are for ever reserved to the Queen within this land, that the ferry may be conducted under the laws or regulations of the Government. (8.) Fifty acres of land with the Crown land to be reserved for Rihara, the Native teacher. These are all the places reserved for us. It is agreed that all the



Queen's roads or highways shall be allowed to pass through the aforesaid places which are reserved for us.

And having consented to all the conditions contained in this paper, that has been read and explained to us by Mr. McLean, we hereunto sign our names and marks. And the Queen of England, on her part, having consented to all the conditions contained in this paper, Mr. McLean, the Land Commissioner for the Governor of New Zealand, signs his name.

Witnesses to the payments and signatures: Joseph Kelly, settler, Turanganui, Wairarapa; John P. Russell, settler; Whangaimoana, Wairarapa; Na Rihara Taka, Kaiwhakako, Turanganui; Na Karanama te Nahu, Kaititiro.

DONALD McLEAN,

Land Commissioner.

Na RANIERA TE IHO.

WIEMU TAMIHANA HIKO.

Na HEMI TE MIHA.

KO TE WENERE TE TATAU.

Here follow additional Native signatures.

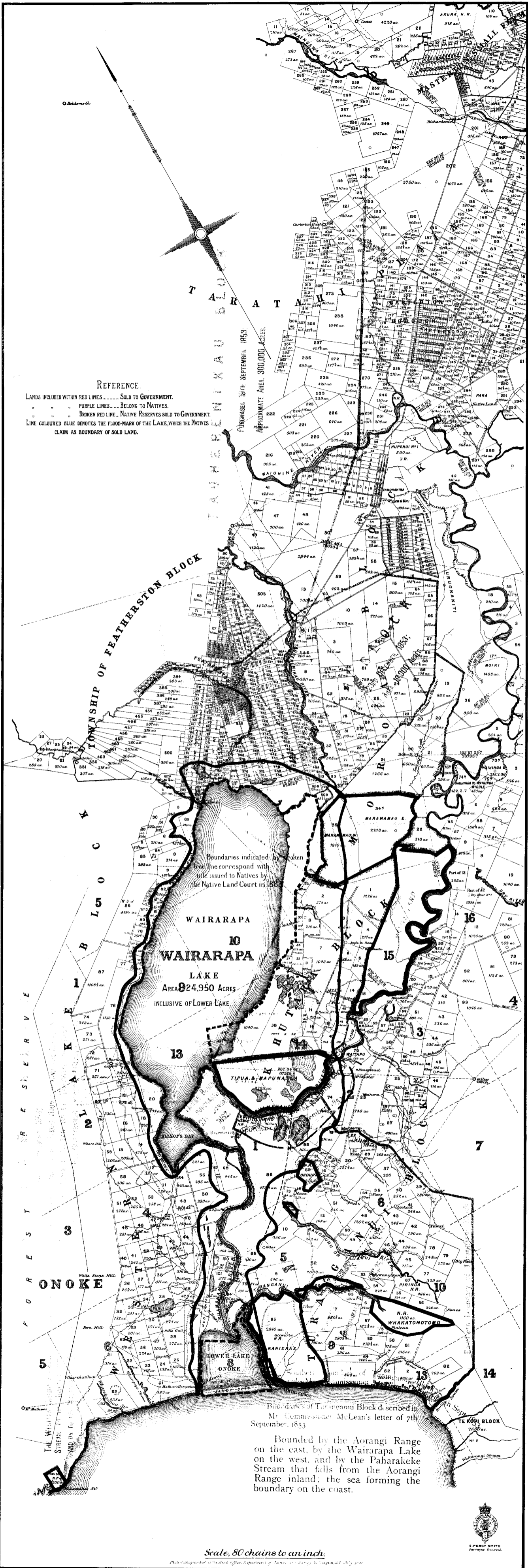
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REFERENCE.  
LANDS INCLUDED WITHIN RED LINES ..... SOLD TO GOVERNMENT.  
" " " " PURPLE LINES ..... BELONG TO NATIVES.  
" " " " BROKEN RED LINE. NATIVE RESERVES SOLD TO GOVERNMENT.  
LINE COLOURED BLUE DENOTES THE FLOOD-MARK OF THE LAKE, WHICH THE NATIVES CLAIM AS BOUNDARY OF SOLD LAND.

PURCHASED 19TH SEPTEMBER 1853  
(APPROXIMATE AREA 300,000 ACRES.)

Boundaries indicated by broken line correspond with title issued to Natives by the Native Land Court in 1853.

WAIARAPA  
10  
WAIARAPA  
LAKE  
AREA 24,950 ACRES  
INCLUSIVE OF LOWER LAKE

Boundaries of Tararua Block described in Mr. Commissioner McLean's letter of 7th September, 1853

Bounded by the Aorangi Range on the east, by the Wairarapa Lake on the west, and by the Wairarapa Stream that falls from the Aorangi Range inland; the sea forming the boundary on the coast.

Scale, 80 chains to an inch



S PERCY SMITH  
Surveyor General

