

that there were certain reservations to be made afterwards. In effect, the whole block was sold, excepting the places of residence and the cultivations, or whatever was properly represented by the Maori term *mabinga kai*, subject, however, to the condition that reservations in future would be made. That promise of future reservations is one of the promises that we say has not been fulfilled. Then, at the same time certain promises were made with regard to schools and hospitals, and the general care of the Natives, which promises remained absolutely without an attempt to fulfil them for many years, and since that time may be described as having been only partially fulfilled. It is claimed now that these are the engagements that ought to be—well, it is impossible now to fulfil them, but these are engagements in respect of which certain consideration should be allowed by the Dominion. If I may be permitted, without wearying the Committee, to go a little more into detail, I will refer to my first point—that is, as to the promises that were actually made with regard to the land. These will be found in a “Compendium of Official Documents relating to Native Affairs in the South Island,” published in 1873. I quote from Volume 1.

*Hon. Mr. Ngata:* Is it a parliamentary paper?

*Mr. Hosking:* Yes, compiled by Alexander Mackay, Native Commissioner. At page 208 of that compendium will be found the original instructions from Governor Grey to Lieut.-Governor Eyre to attempt to purchase this large area of land in the South Island which is now the subject of this petition, and Lieut.-Governor Eyre gave his instructions to Mr. Kemp, and Mr. Kemp proceeded to make the purchase. The instructions given by the Governor to Lieut.-Governor Eyre and by him passed on to Mr. Kemp were these:—

“The mode in which I propose that this arrangement should be concluded is by reserving to the Natives ample portions for their present and prospective wants; and then, after the boundaries of these reserves have been marked, to purchase from the Natives their right to the whole of the remainder of their claims to land in the Middle Island. The payment to be made to the Natives should be an annual one, and should be spread over a period of four or five years. An arrangement of this nature will remove all possibility of the occurrence of any future disputes or difficulties regarding Native claims to land in that part of the Middle Island.”

Mr. Kemp went down, and from the deck of the British gunboat “Fly” conducted the operations, with the result that an area of over twenty million acres was purported to be conceded not to the Crown, but to Mr. Wakefield, who was then the representative of the New Zealand Land Company, for a sum of £2,000. Mr. Kemp made no attempt to mark out reserves. In fact, it would almost seem to have been—looking at it from a practical point of view—an impossible task that was imposed upon him—namely, to mark out reserves for the present and future wants of the Natives in such a way that those reserves could be definitely ascertained so as to exclude them from the purchase. How would it be possible, in the then state of communication, to ascertain who really were the whole of the Natives interested in the block, and what provision should be made not only for their present wants, but for their future wants as well? Mr. Kemp realized that he could not carry out these instructions, and he did not do so, and he reported when he came back, on the 20th June, 1848—page 209 of the compendium:—

“ . . . I beg to state, with reference to the reserves intended for the Natives in the newly acquired block of land between the Kaikoura and Otago, that in obedience to the Lieut.-Governor’s instructions their pas and cultivations have been guaranteed to them as expressed in the deed of sale; they are, generally speaking, of comparatively small extent. Beyond these I have not felt myself authorized in making any guarantee, and, with the consent of the people, have thought it better to leave the subject to be considered and decided upon between the Government and the company, so soon as the survey of the district shall take place.”

This arrangement made by Mr. Kemp, I may say, was at once taken exception to on the ground that he had not marked out the reserves, and Mr. Mantell was sent down, in order, if possible, to remedy the omission.

*The Chairman:* Who took exception to it?

*Mr. Hosking:* Lieut.-Governor Eyre.

*The Chairman:* Not the Natives?

*Mr. Hosking:* No. When the report came back, Lieut.-Governor Eyre immediately took exception to the way in which the instructions had been carried out. I shall be able to give you a reference to the letter that was written to Mr. Kemp complaining of the way in which things had been done.

*Hon. Mr. Carroll:* With regard to their prospective wants?

*Mr. Hosking:* Well, Mr. Kemp’s negotiations seemed entirely to ignore the question of prospective wants; and even when Mr. Mantell went down, so far from considering the question of prospective wants, he simply marked out what he considered would be sufficient for their existing wants, and left the question of their future wants to take care of itself. The deed which was obtained is a little more interesting in its mode of expression than is my speech. It is at page 210,—

“Translation of Kemp’s deed: Hear, O all ye people! We, the chiefs and people of Ngaitahu, who have signed our names and marks to this deed on the twelfth day of June, in the year of our Lord one thousand eight hundred and forty-eight, consent to surrender forever to William Wakefield, the agent of the New Zealand Company, established in London—that is to say, their directors—our lands and all our territorial possessions lying along the shores of this sea, commencing at Kaiapoi, at the land sold by Ngatittoa, and at the boundary of Whakatu, and thence on to Otakou, and on till it joins the boundary of the block purchased