order of the Native Land Court—that the matter had been disposed of. In 1889 the Joint Committee which was appointed, and which itself took elaborate evidence upon the subject, referred to this question of the Ngaitahu purchase. That will be found in the Appendices for 1889, I.–10, page 2. They say this:—

"The Committee are also of opinion that the further land-reserves made (although not undertaken in so liberal a spirit as might have been suitable to the case) may be considered as having substantially discharged the public obligations under this head. The proceedings and awards of the Native Land Courts in 1868 may be studied with advantage as establishing this view. In saying this the Committee quite recognize that, although the awards of further reserves may have reasonably met the demands arising out of the promises made, it may yet be found highly expedient that more land should be provided where the provision proves to be insufficient to afford Natives a livelihood."

Well, that is a very guarded finding. The Committee seem to have salved their consciences by going on to suggest that, although the Native Land Court award may be referred to for the purpose of showing that there was an extinguishment of the claims, yet further provision ought in justice to be made. In face of the evidence which I have already referred to, and in face of the findings of Messrs. Smith and Nairn after taking evidence in detail, it seems difficult to arrive at the conclusion that the award of the Native Land Court in 1868 could in any way be taken as in satisfaction of these claims. For what was the result? That the Court expanded, as ought to have been done long before, the meaning of *mahinga kai* so as to enlarge the areas given under the head of cultivations; but the result was simply to extend the allowance per head to the Natives from 10 acres to 14 acres. That is supposed by the Joint Committee to be an adequate fulfilment by the colony of the promises that were made in such well-selected terms in the first instance, to deal liberally with the Natives as regards their present and future wants. It seems idle, I think, to urge that such provision as was thereby made could be treated as a proper fulfilment of such generous and benevolent promises. I should like to refer, on the opinion of the Joint Committee with reference to this settlement, to what was said by Mr. Mackay in his report as Native Commissioner in 1891—G.–7, pages 2 and 3:—

"With reference to the last paragraph of the foregoing extract"—that is, the paragraph which I have just read from the Joint Committee's report—"I beg respectfully to submit, with all deference to the opinion expressed by the Committee, that the reserves set apart, inclusive of the awards of the Native Land Court in 1868, cannot be considered as having discharged the public obligations under this head, for the reason that the trifling additions made by the Native Land Court do not adequately carry out the original intention that the owners of Kemp's block should be provided with 'ample reserves,' as the increase to 14 acres per individual did not bring the quantity within the meaning of that term; and this view of the matter is borne out by the evidence given by Sir George Grey before the Commission in 1879, as follows: '*I know the intention was to give them considerable reserves, and the impression left on my mind from what I have seen of the reserves is that the original intention has never been properly carried out.*'"

That was in 1879, eleven years after the supposed settlement by the Native Land Court.

The Chairman: What was the Commission?

Mr. Hosking: Smith and Nairn's Commission. The evidence given before that Commission has not been printed. It is contained in two volumes in the possession of the Native Land Department, but we have not been able to get access to them. It would be a convenience to us if a request could be made that these two volumes should be searched for.

Hon. Mr. Ngata: What was the date of the Commission?

Mr. Hosking: 1879. They published an interim report in 1880, and their final one in 1881.

The Chairman: Was it ever laid on the table of the House?

Mr. Hosking: Yes, the report was, but the evidence, comprised in two volumes, was not printed.

(At this stage Mr. Fisher, Under-Secretary for Native Affairs, was called in, and asked about the two volumes. He stated that it had been believed that they were burnt, but he had obtained some trace of them. A search was being prosecuted, and he hoped to have the volumes that evening or the next day, if they were there. He undertook, at Mr. Hosking's request, to have search made for a letter written by the Hon. Mr. Cadman to the Ngaitahu Natives in 1891.)

Mr. Hosking: Sir George Grey, in his evidence before the Commission in 1879, went on to say,—

"*I had no instructions regarding the 'tenths,' but I certainly contemplated much larger reserves than 14 acres a head. I think I should have been no party to the purchase if I believed that was all they were going to get. I would not have made the purchase on those conditions—would not have consented to act as the agent to do it.*"

Mr. Mackay's report goes on,—

"This is surely sufficient evidence in support of the view that the obligations of the Government had not been substantially discharged by the action taken in 1868 to give effect to the terms of Kemp's deed 'that additional reserves should be set apart by the Governor on the land being surveyed.' The quantity set apart in 1868 was merely a theoretical quantity, and was based on the subdivision of the Kaiapoi Reserve in 1862 into farms of 14 acres, much in the same manner that the average quantity of 10 acres per individual was adopted by Mr. Commissioner Mantell in 1848 from an estimate furnished him by Colonel McCleverty, whom he had consulted on the matter, but this quantity was only intended for their present wants. This was the cause that led to 14 acres being fixed in 1868, and *that quantity was simply adopted for the purpose of putting all the Natives on the same footing*, but the Court accepted it as a full extinguishment of the conditions of Kemp's purchase. This view of the case, how-