fathoms at low tide; there is no bar, and it is perfectly safe and easy of access at present for vessels of from 40 to 100 tons."

Having settled this, the question then narrows itself down as to whether the Natives had any rights to the tidal waters, and, if so, whether or not in this instance they parted with them. That they had rights according to Maori custom is, we think, undeniable; in fact, Maori rights were not confined to the mainland, but extended as well to the sea. These rights were exercised principally for the procuration of food, and would have special significance in an inland sea of this nature; but they were no less applicable to the ocean. Deep-sea fishing-grounds were recognized by boundaries fixed by the Maoris in their own way; they were well known, and woe betide any alien who attempted to trespass upon them. The deep-sea fishing usually began with proper ceremonials and functions, and no one dared attempt to fish before the requisite steps had been taken by the proper authority to throw the fishing-grounds open. When the catch was made there were still further rules and regulations regarding its distribution to be observed; and numerous fights have taken place, many families have been scattered, and much land has changed hands over disputes arising out of real or fancied slights at the division. When by accident or design some great chief met his death at sea, fishing was often absolutely prohibited in certain places and for certain periods, especially in cases where the body had not been recovered. The inshore fishing seemed to have somewhat more restricted rights, and as time went on particular spots would be recognized as the sole privilege of a single family, just as eel-weirs in fresh-water rivers. In a place like the Ahuriri Harbour there would probably be several fishing-stations; and in addition the pipis and shell-fish, which covered the mud-flats at low tide, would, subject to mutual understandings, be the common property of all, to gather food where they would.

Such, then, were the rights which the Ahuriri Natives sought to retain for themselves when they parted with the land adjoining the harbour; and the correspondence shows that, fearful of being restricted in some way from the harbour, they tried to stipulate for reserves on its borders.

On the other hand, Mr. McLean, who negotiated the sale with a prophetic eye to the future, was most desirous to secure this harbour, which he had described as "the best—indeed, I may say, the only comparatively safe—harbour from the Port of Wellington to the 37th degree of latitude, on the north-east coast of the Island." The struggle that Mr. McLean had to do this may be judged from the following account given by him: "Tareha and other chiefs at Ahuriri were anxious to have several portions of valuable land reserved for them on both sides of the harbour, especially on Mataruahu, which they had always considerable reluctance in transferring, from a fear that they might be eventually deprived of the right of fishing, collecting pipis and other shell-fish which abound in the bay. These rights, so necessary for their subsistence, I assured them they could always freely exercise in common with the Europeans, and in order that they should be fully satisfied on their part a clause has been inserted in the deed to that effect." The interpretation of that clause runs as follows: "It is agreed that we shall have an equal right with the Europeans to the fish, cockles, mussels, and other production of the sea, and that our canoes shall be permitted to land at such portion of the town as shall be set apart by the Governor of New Zealand as a landing-place for our canoes."

1862, C.–1, p. 316.

1862, C.–1, p. 316.

2 Turton, p. 491.

This clause, as we understand it, merely reiterates the ordinary common law that all the King's subjects, whether European or Maori, have a right of passage over the sea, a common right of fishing, and a common (though perhaps restricted) right of landing on the foreshore; and does not appear to give the Natives any more rights than they would have had had no such clause been inserted in the deed. It is scarcely to be expected that the Natives would fully realize, or anticipate, how even this right would be affected in the future by harbour, drainage, and other public works; and, in fact, within ten years we find the chief Tareha, with whom Mr. McLean negotiated, actually setting up the claim that he was entitled to the land being reclaimed by the Harbour Board, since he had only sold to high-water mark.