

"price for this block, at a certain rate per acre ; the unpaid resident Natives receiving their proportionate share, and the residue lodged in trust for absentees ; *who should have notice that unless their claims were preferred and substantiated within a given period (say twelve months) they would be considered forfeited. Such award should be final and absolute.*" These proposals were adopted by the Governor as the basis of his decision.

Governor Fitzroy's concessions constitute the extreme limit of the Ngatiawa claims. He said he meant to recognise their rights in all their integrity : and here is conclusive evidence of what he considered those rights to be. If he had intended to recognise a general tribal right in the whole Ngatiawa tribe, he would not have recognised the sale of 1840 at all, seeing that it was made by those who represented neither Chief nor Tribe. Assuming the view of the tribal right taken by Sir W. Martin, it is clear that the 70 people who executed the deed of 1840 could have no right whatever to sell : whereas Governor Fitzroy recognised their right, and reserved a similar right to those who were not parties to the deed ; that is to say, the right of each section or family or individual of the Ngatiawa tribe that returned to the district, to sell without the interference of any one not being a part owner.

NOTE 17.

"In 1848, William King and his people returned."..... (Page 4.)

Sir William Martin omits to state that the return of Wiremu Kingi took place by the permission of Governor Sir George Grey, granted upon the condition that he should settle on the north bank of the Waitara River. Wiremu Kingi promised this, and broke his promise ; which is the true cause of all the difficulties which have since occurred.

NOTE 18.

"The boundary line."..... (Page 4.)

Sir W. Martin's quotation of this "boundary line" would imply that the Waitara was *intentionally excluded by Governor Hobson*. It is necessary to show that this is a complete misconception.

When the original arrangement was made by Governor Hobson with Colonel Wakefield in Sept. 1841, as to the right of selection to be exercised by the New Zealand Company, the New Plymouth Settlement was described as follows : "50,000 acres more or less, to be surveyed and allotted by the Company in the neighbourhood of New Plymouth, the boundaries whereof are as follows :—The Coast Line from Sugar Loaf Point, *extending in a northerly direction ten miles in direct distance* ; from thence a line at right angles with the coast line, eight miles ; from thence by a line parallel with the Coast line, ten miles ; and thence by a line parallel with the northern boundary to the sea coast at Sugar Loaf Point."

These "ten miles" came close up to the Waitara, but just left out the river. On the 15th October 1841 Mr. Carrington pointed out the injury this would be to the Settlement. On the 15th Nov. 1841, Colonel Wakefield wrote to the Company : "I am about to apply to the Governor for an extension of the Block at Taranaki to the amount of 30,720 acres." On the 25th April 1842, Governor Hobson wrote to the Resident Magistrate at Taranaki :—"I have purchased Te Whero Whero's claims, as well to your block of land as that which extends thirty miles to the north of what Colonel Wakefield pointed out to me as your northern boundary.....I have permitted them [the Waikatos] to settle near you, but by no means to infringe upon you. They will locate on your northern frontier.....Have the goodness to point out to Mr. Whiteley your boundary line, and to inform him on behalf of the Natives where they may go without interfering with the settlers."

NOTE 19.

"On the block stood two pas.".....(Page 4.)

One of these pas was built by the permission of Tamati Raru, Te Teira's father. This was perfectly well known to Sir W. Martin, and should have been alluded to when he says that Wiremu Kingi and his people had been residing there for years : but the reference to these pas, in immediate juxtaposition to the account of Wiremu Kingi's speech to the Governor when Te Teira made his offer, appears as if it was intended to show that Wiremu Kingi had a proprietary right in all the land which Teira offered. But it was always known that Wi Kingi had some claims on the south bank, and his property was carefully left out of the survey.

The sellers had exclusively occupied the block since their return from the South in 1848, with the exception only of the site of Kingi's pa. This fact of the exclusive occupation of the block is not disputed. Previously to the migration of part of the Ngatiawa to Kapiti, Tamati Raru (Teira's father) lived on the block in a pa called Pukekoatu. The pa of Kingi's father was at Manukorihi on the North bank of the Waitara ; and Kingi's own cultivations were all on that side. Up to the year 1826, none of W. Kingi's immediate relatives had ever cultivated on the south side but once. The sellers possessed the exclusive right of using a fishing net in that part of the Waitara river which bounds the Block. Subsequently to the offer of the land to the Governor they signally asserted their ownership by the destruction of a fence which the opposing party had erected on the block.

It must not be supposed, therefore, that Wiremu Kingi's residence in a pa erected by permission of Tamati Raru, was in itself any evidence of ownership of the land which was offered for sale.