13 acres 3 roods and 10 perches for £13 13s., being £1 per acre, the same price as was paid by the adjoining purchasers under the Proclamation. The deed is signed by Epiha, Te Hana, and Wetere; they were the true owners, and the purchase was complete as a Native transfer. It should be remarked that the deed contains a declaration against dower. The two deeds, although of no legal validity, I accept and use as evidence of the intention of the parties to them.

Mr. Meurant made application to the Colonial Secretary, in pursuance of the Proclamation, for waiver of the Crown's right of pre-emption over the 14-acre piece. This application was referred to the Protector of Aborigines, who writes, "I had been given to understand that this piece of land was a gift from the chiefs Wetere and Wata to Mr. Meurant's wife and children; if so, should it not be secured to them?" The Governor writes, "Certainly;" and adds, "Dr. Sinclair, inform the applicant that the land in question, being held in right of his wife, who is a Native, requires no purchase or deed of grant from the Crown.—R. F., 31st May, 1844." And on the 3rd June, Dr. Sinclair answers Mr. Meurant's application thus: "I am directed to acquaint you, in reply to your application of the 28th ultimo, that the right of pre-emption may be ceded over a piece of land situate at the junction of the Auckland and Tamaki Roads; that, the land in question being held in right of your wife, no purchase or deed of grant from the Crown will be required."

It does not appear how Mr. Clarke was "given to understand" such a singular mistake, nor does Dr. Sinclair state by whom the land was held in right of Meurant's wife; but I think he meant by Mr. Meurant, which is as remarkable a mistake as Mr. Clarke's. Let it be remembered that the Government made no objection on the ground that the contract of purchase was made before the Proclamation or the application for waiver, nor is that alleged. The point of divergence is clear and undoubted. From this time everything went wrong. The adjoining purchasers got their waivers and their purchase deeds, and resold at large profits. Mr. Meurant alone appears to have remained in an uncertain state, living with his family upon the land, with a title acknowledged by every one except the Government.

At length Mr. Meurant applied again for a title to the 14-acre piece. He apparently thought that, by adopting the Protector's suggestion of the land being the property of his wife, he would have a better chance of getting a grant, and he now states that the 14 acres was given to his wife. The fact of the purchase was now lost sight of by every one, and all minutes on this letter were written by official persons, based on the idea that the land (the 14-acre piece) was the wife's property.

No answer was given to this letter. Meurant writes again, asking for an answer, and was informed, in reply, "that the whole subject required a lengthened consideration, and a reference to the Home authorities."

Deed of Conveyance and Confirmation of the 30 *Acres.*

The grantees are Te Tawa, Te Hira, and Te Keene, the first two being the principal man of the tribe, and his son. The last-named had no right in the land whatever, but the two first were perfectly competent to give a good title, and did give a good Maori title. This question of title was so stated by Te Keene himself in the Orakei trial. Both learned counsel and myself concurred on this point.

The deed "grants and confirms" (referring to the gift in 1844,* which I regard as the true engrossment of Kenehuru). The deed merely recognizes and sanctions the genuine Maori transfer by parol gift in Maori fashion, followed by letters in English manner.

Mr. Meurant wrote to the Colonial Secretary, enclosing copies of the deed of gift (30 acres), and of the deed of purchase, 1844 (14 acres), speaking of them as conveyances to me in trust for "my wife and children," and asks that deeds of grant may issue to me for the same. Upon this letter the Governor (Sir George Grey) writes, "Mr. Swainson (the Attorney-General), do you think the Governor has power to convey the land to Meurant in trust for his wife and children? I think this is one of those cases in which it would be desirable, if possible, to secure the rights of half-caste children."

Attorney-General replies: "I think that at present, and under existing circumstances, the Government has not the power to make a valid grant of this land. To meet cases of a like nature it would be very desirable that a special authority should be granted to the Governor by Royal instructions."

The Governor then writes (July 31, 1848): "Dr. Sinclair, the land can be at once granted to Meurant in trust for his wife and her children, in such form as the Attorney-General may suggest; I will then refer Home for a confirmation of these grants, and for a general authority on the subject." Whereupon Dr. Sinclair refers to the Attorney-General for a form of grant to be used. Mr. Swainson prepares one, and the official minutes end, "Deed prepared and forwarded. J. Baber, clerk, Survey Office, 28th September, 1848."

This grant was issued whilst copies of the two deeds were before the Government officers. It recites, "Whereas the Native owners of the allotment or parcel of lands hereinafter described have alienated the same for and towards the support and maintenance of Eliza Meurant, a Native woman, formerly Kenehuru, and for and towards the maintenance and support of the children of the said Eliza Meurant." This recital does not accord with the facts. The piece of 14 acres was alienated by the proper owners to E. Meurant in fee for a valuable consideration, of payment of which there is abundant proof; and the deed of conveyance, upon the authority and genuineness of which there is no doubt, was before the Attorney-General when he framed the recital. So far from being an alienation for the maintenance and support of Kenehuru and her children, the 14-acre deed contained a declaration against dower. And there is another remarkable circumstance. The two conveyances, enclosed in the letter of Meurant upon which the Governor made his fiat, comprised 44 acres; in fact, the whole of the land claimed. When the grant was issued, it contained only

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* Translation of Letter.

Friend the Governor,— Orakei, 15th September, 1849.

Salutations. This is a word of mine to you: do you attend to it. That which Meurant has said is very true as to the land that we gave to his children, and also for our sister Raiha (Kenehuru). It is quite true. Now, friend, listen to the month in which the gift of that land was made to the children of Raiha. It was the 20th day of February, in the year 1844. This is all.—Te Tawa (Opihai Te Kawau), Te Keene, Te Hira, Wiremu Reweti Paraone, Te Reweti.