The petition alleges—(1.) That the Native sellers of the Middle Island were promised that one acre in every ten should be returned to them, under an arrangement made with Mr. Wakefield in 1844. (2.) That Mr. Kemp obtained the signatures to his deed by intimidation. (3.) That the boundaries of the land are wrongly set forth in the deeds. (4.) That Mr. Mantell caused the Natives to yield their territory by threats. (5.) That at the sitting of the Native Land Court they were ignorant of their rights, and of the mode of enforcing them, and that that tribunal was inefficient, as evidenced by its failure to deal satisfactorily with the Princes Street Reserve. (6.) And generally, that the chiefs who signed the deeds were unaware of what they were doing, and should not be held to have transferred territory of enormous value, to the detriment of their more intelligent children.

I have to remark that,—

1. Is untrue. The purchases were not made till years after this date. The petitioners seem to have confused these purchases with those of the northern districts.

2. I do not believe that Mr. Kemp intimidated the people at all; but I quite think that they had a feeling of insecurity, resulting from Te Rauparaha's then recent inroads, and the dread of his return; and it is only natural to suppose that they readily alienated territory to a peaceable and powerful third party, who was able and willing to protect them. It is very probable that Mr. Kemp used this argument with them, and, in my judgment, rightly. They are wrong in now complaining. They have had the benefit as well as the disadvantage. *Qui sentit commodum, sentire debet et onus.*

3. The boundaries are part of the deeds, and cannot be questioned.

4. I do not believe, and no one can believe who knows that gentleman, that Mr. Mantell used the threats attributed to him. That he used the argument of the antecedent Nanto-Bordelaise purchase to influence the conduct of the Native proprietors is stated by himself, and I think he did so properly. It was a flaw in their title, which he was quite right in showing them that he was aware of. That they succeeded in selling their land twice over to different parties may be a proper matter for equitable complaint by the first purchasers, but not by the sellers. It may be well to add that none of these accusations were made before the Native Land Court, though the Natives of the whole country were there assembled.

5. The Natives were assisted at the sittings of the Native Land Court by a most able and zealous adviser—Mr. Alexander Mackay—and also by most able counsel. They were opposed by the Crown only on the great points of the validity of the deeds, the question whether the signatures of the chiefs bound the tribes, the construction of phrases in the deeds, and matters involving public rights, such as roads, &c., which could not be sacrificed. Mr. Rolleston was there for the Government, and displayed a desire to concede to the Natives as much as could be properly conceded, and the Provincial Governments made no effectual opposition to the demands. In Canterbury they did not attempt it, but were very willing to do all the Court required, and much assisted its operations. There were two provisions in the deeds which the Court operated upon. The first was the reservation of residences, burial-grounds, and "mahinga kai." These phrases received the most extensive interpretation, "mahinga kai" being held to include fisheries, eel-weirs, and so on, excluding merely hunting-grounds, and similar things which were never made properly in the sense of appropriation by labour. The Court made orders for all these reserves. The other provision was a covenant that further land should be set out for them. The Crown accepted at once the amount stated by the Natives' agent, and further land was ordered so as to make up the total quantity to fourteen acres per head in each reserve. None of the allegations against the purchase agents were made before the Court, and the impotence of the Court, as displayed in the matter of the Princes Street Reserve, could not have affected the Natives at Christchurch, for the Court sat there at a prior period. There was nothing left undetermined by the Court (except some portions of Topi's territory in the extreme South, those Natives declining to remain any longer on account of the mutton-bird season). There was, however, a promise extra the deeds which the Court had not power to deal with, and which, it was alleged, greatly influenced the signers of the deeds—viz., that they should be furnished with hospitals, schools, and "atawhai." It is remarkable that in the petition they speak slightingly of these matters, as things not to be deemed a consideration for land. This, however, seems to have been an afterthought; perhaps part of the knowledge which they say they have gained since one of their number became a member of the Assembly. Still, in my opinion, this promise must be considered. Hospitals, I think, they have had, access to the Government institutions having been open to them as well as to Europeans. Schools they have partially had. But even failure in this respect cannot be the subject of pecuniary compensation. Such compensation would be as incapable of calculation as the consequential damages in the "Alabama" claims. If the Government have been remiss in this matter all they can do is to hasten to repair their remissness, and provide schools for the future. "Atawhai" is interpreted by the interpreter as protection; by the Natives as maintenance. The word really means "taking care of;" and, considering the circumstances of the Natives at the time when the word was used, and that provision was otherwise made for maintenance by reservation of lands, fisheries, &c., I think that the interpreter has given us the better meaning. That being so, it cannot be denied that this promise has been effectually performed.

6. It cannot be affirmed as a matter needless of proof that the price paid at the time was insufficient. If the European race had never come into these seas the value of these Islands would still be only nominal. The immense value that now attaches to these territories is solely to be attributed to the capital and labour of the European. A generation has elapsed since the sales took place. A periodical adjustment of the values of estates, or the return of them to their former owners, has never obtained, except under the Jewish theocracy; and I cannot help thinking that these periodical adjustments must have been attended with great suffering to many of the ousted persons. There remains, then, as far as I can see, no ground whatever, either in law or in equity, (technical or moral), for the position taken by the petitioners. And if the petitioners were Europeans I can conceive no reason why any favourable consideration should be given to their prayer.