

legally fixed, and, if necessary, marked as well as possible by posts, landmarks, or other marks, upon condition that Her Majesty's said Government relinquish all claim upon the lakes and release the Proclamation thereupon, and release all claims in respect of any moneys paid in connection with any alleged purchases from Hiko or others as aforesaid." The offer made by the Natives to concede to the Government the right to open the lake whenever the flood-water extends beyond the boundary they claim to—i.e., the old flood-line—is equivalent to nothing, because it practically means the submergence of all the low-lying lands now subject to be inundated by the flooding of the lake, and in no way removes the inconvenience and serious loss the settlers owning land on the margin of the lake are periodically subjected to through having their pasturage destroyed by inundation for over six months in the year. The approximate area affected in this way is about 28,000 acres.

Having reviewed and replied to all the allegations contained in the petition, I propose, for the purpose of further elucidating the matter, to furnish a brief history of the numerous transactions connected with the lake question from the outset; but to give effect, therefore, to this intention it will be necessary to supply an epitome of the principal events that have created the present complicated state of affairs.

In 1853–54 Government purchased certain blocks of land in the Wairarapa abutting the northern and southern lakes, subject to certain reservations of land for the Natives and the payment of 5 per cent. to them on the resale of such land to the Europeans.

In two out of four of the deeds bearing on these purchases the boundaries abutting the lake are very vaguely stated. According to the deeds and certain letters written at the time by the Land Purchase Commissioner, the Turakirae and Turanganui, the one on the east and the other on the west, were bounded by the lake. The Natives, however, contend that the flood-line of the lake was the boundary they agreed to, as they were unwilling to cede the adjacent low-lying land for fear of destroying the value of their eel-fisheries, which in those days were a valuable possession in their estimation. On being questioned now as to the reason why the lake in both instances is named in the deeds as the boundary, they assert that this is only the nominal one, as the Commissioner assured them that there would be no interference with their fishing-rights, as the low-lying lands subject to inundation were of no value to the Europeans. They point out now, in proof of their assertion, that some of the low-lying land in the Turanganui Block was sold subsequently—one parcel in December, 1853, and another, at the confluence of the Ruamahanga with the lake, in 1862, and that both of these were distinct and separate sales, entered into deliberately, with the full knowledge that the land comprised therein was situated within the alleged boundaries of the Turanganui Block.

There does not appear to have been any trouble between the settlers and the Natives about opening the lake during the early occupation of the Wairarapa, as there was plenty of land available for pasturage purposes at that time, and it was not until some time after the former had purchased the land adjacent to the lake from the Government that a disposition was manifested to prevent these lands being flooded; but even then amicable relations existed between the parties concerned, and a right to release the flood-waters was always conceded on application and payment.

The first indication of the growing trouble relative to the opening of the lake appears in a letter from Raniera te Iho, in December, 1868, to Mr. Cooper, requesting that the arrangement made by the Government respecting their eel-fisheries should be confirmed—viz., the understanding that was established in 1853 that no person, either European or Maori, was to open the lake, and if any one infringed this rule he was to be taken before a Magistrate and find £50. The lake was to be allowed to burst a channel for itself, but the hand of man was not to touch it; this rule was to be permanently observed for all time.

Mr. Russell, who acted as secretary to Mr. McLean in 1853, at the time the Turakirae and Turanganui Blocks were acquired from the Natives, when giving evidence relative to the lake question in April last, corroborated Raniera te Iho's statement relative to the penalty to be inflicted on any person opening the lake. His evidence on this point was as follows: "When I told Mr. McLean about the lake being opened by the settlers he said that any person who put a spade in would be fined £50, as any attempt to open it would violate his purchase, and break faith with the Natives altogether. . . . The opening of the lake has always been a vexed question, and the settlers have always paid for doing so; but the River Board has lately taken on itself to do so without recompensing the Natives. Mr. McLean told me that he had promised the Natives that the lake should not be opened."

In January, 1874, in consequence of the complaints made by the settlers that their pasture-land was being destroyed through the lake being closed, Mr. Wardell, R.M., was authorised by the Government to interview the Natives, and endeavour to obtain their consent to opening the lake. A meeting of the leading men was convened at Featherston, but the Natives declined to accede to the request.

In August of the same year, Mr. Maunsell wrote recommending the Government, instead of purchasing the Native fishery-rights, to acquire their rights to whatever land may be hereafter reclaimed from the lake. No action, however, was taken before 1875 to carry out the suggestion; and in the meantime a meeting of the landowners on the bank of the lake was held at Featherston in 1875, at which a resolution was passed to test the question of the right to open the lake by digging a channel for the water to escape. This resolution was forwarded to the Government, and, on the purport being wired to Sir Donald McLean, he replied that "The resolution of the settlers is simply preposterous, and cannot be entertained for a minute." He also suggested that Mr. Maunsell should be instructed to negotiate with the Natives about the lake. This led to Mr. Maunsell being authorised to extinguish the Native interest, and £1,200 was placed at his disposal for the purpose, but he was at the same time requested to make terms for a smaller price if it could be so arranged. Negotiations were, thereupon, commenced, and on the 14th February, 1876, a deed was executed by Hiko