

cussed. Did not hear any statement made at these meetings that the Natives did not prefer a claim to land within the Turakirae Block. Heard of the claim to the Turakirae Block from the old people long ago, before these meetings took place; but when I heard the boundaries described in the deed I thought to myself "*E korero noa te korero o nga tangata nei.*" I always heard that the Natives claimed to high-water mark, but when I heard the deed read out I thought the old people, my informants, must be mistaken. I heard of the Tauherenikau sale, but do not know much about it. In the Kahutara Block I heard that the Natives claimed the low-lying land. I did hear some of the old people say that the stipulation about high water-mark was confined to the Turanganui Block, but others stated that the stipulation was a general one as regards all the blocks abutting the lake. On Tamihana's return from Gisborne I asked him about the matter, and he told me that the stipulation was confined to the Turanganui Block, and did not extend to all the sales; but I only spoke to him about the Turanganui Block. Tamihana told me that the boundary of the Turanganui Block was the high-water-line of the lake, but I said that the deed described the boundary to be along the margin of the lake. I heard of the sale of the Owanga Block, and that the northern end of the lake was included. The claim to the foreshore of the lake in the Kahutara Block is not a new claim. I heard of it in 1876, when Hiko's sale was under discussion. There were fishing-stations along the eastern shores of the upper lake—viz., Waiaruhe, Rurumoko, Tainga o Puahi, and Ruahine. Rurumoko is situated where the Kahutara Lake enters the Upper Lake. It is all covered with sand now. Hiko and his people were the principal owners of these settlements. Ihaka Ngahiwi had also a right there, and Manihera Rangitakaiwaho derived his right through Ihaka and Wi Tutere. I am unable to reconcile the description of the boundaries in the Kahutara deed with the statement that the Natives claimed the land below the flood-line in that block. The channel between the two lakes is known as the Ruamahanga. I know Raniera's land. It includes land that is inundated by the flood. I am unable to explain, if the Natives' contention is correct, how the Government derived a right to grant that land to Raniera te Iho if it was not ceded.

*By Mr. Pownall:* I am unable to perceive how the Natives can claim land in the Kahutara Block under the terms of that deed. I explained that I am not acquainted with the sale of the Kahutara or the Tauherenikau Blocks, and am consequently unable to furnish an explanation in regard to the apparent inconsistency. In olden days the Natives used to follow up the creeks as the floods rose, and catch the eels as they went up the creeks, and it may perhaps have been part of the arrangement that it was necessary to retain the creeks for fishing purposes. I am unable to say whether the Natives considered it necessary to retain all the creeks. In my opinion it would probably be considered necessary, but the conflicting part of the matter is that the deeds do not support this view. The Maoris would consider, from their point of view, that they had a right to fish anywhere within the boundaries of the sold land. I saw in the application, published in the *Kahiti*, that the Natives claimed to high-water mark. I refer to the application to the Court. I heard that Mitai Poneke sold a piece of land called Te Kumenga to the Government. This land is situated below the flood-line. I do not remember the meeting that Mr. Buchanan attended, but am inclined to think that it was an election meeting. Did not hear it stated at any meeting that Mr. Buchanan was present at that the Natives did not claim land in the Turakirae Block. Hiko's interest in the lake was not distinguished from that of others. Am aware that the law does not allow people to dispose of their shares without the concurrence of their co-owners. Am unable to answer your question relative to the matter you allude to. I said that Hiko had a right to open the mouth of the lake without reference to others, but I answered without reference to the effect the law had on the question. No one would have the right to open the lake but Hiko, excepting with his consent. Did not hear that Wi Kingi Tutepakihirangi threatened to stop the sale of the lake if he was not paid £400. The reason why Hiko consented to pay £400 to Wi Kingi Tutepakihirangi requires some explanation. The cause of it was as follows: Many years ago a woman named Ripeka te Kakape, a niece of Te Wharepouri, was captured by a party of Ngatikahungunu, and taken to Hawke's Bay. Wharepouri wanted to ransom her with a mere pounamu, but Tutepakihirangi declined to accept this offer, but agreed to restore her if Te Wharepouri would agree to return the Wairarapa district to its former owners. This was finally agreed to, and it was through Wi Kingi's father being mainly instrumental in getting the Wairarapa restored in that way that Hiko consented to pay him the £400; not because he had an equal interest in the lakes. According to Hiko's statement there was no person of equal position with himself. Have also heard this from others. Hemi te Miha was one I heard say so, and also Te Wataharo. There are others as well, but perhaps they will not admit this now. I am a son-in-law of Hiko's, but that is not the reason why I uphold his position. I heard Mr. Russell say that the land was sold on the understanding that the lake should not be opened. Was at the mouth of the lake from 1870 to 1875, and only once during these years did the lake burst open of its own accord; on all other occasions it was opened by the Europeans after making arrangements with Hiko. Hiko could open the lake when he liked in olden times. No ascertainment of other owners had been made then. The only persons who were known to have an interest in the lake in those days besides Hiko was Hemi te Miha and a few others. It was an understanding that the pakehas were not to open the lake, but this did not interfere with the right of the Natives to do so—i.e., of those who had a right to do so. I am unable to answer the question as to whether Hiko had any right to dispose of his rights and interest to the Government.

Commission adjourned till the 29th instant.

WEDNESDAY, 29TH APRIL, 1891.

Commission resumed at 9 a.m.

*Paratene Matenga* (sworn): I have heard of the particulars of the sale. Cannot say how old I was when the Turanganui Block was sold. I derived my information from Raniera te Iho, Tami-