was four years after the supposed final settlement which had taken place in Christchurch): "(1.) That the evidence taken by the Committee in reference to the claims of the Natives of the Middle Island, though far from complete, leads them to the conclusion that these claims have not hitherto had that consideration which they deserve. (2.) That the evidence in reference to the claims for the Princes Street reserve" (this arises under the Otakou purchase, which we have nothing to do with) "convinces the Committee that this case has been hitherto dealt with rather on legal and technical grounds than, as the Committee considers it should have been treated, in the interests of the Natives, with regard to the broader considerations of equity and good faith. (3.) That, in the opinion of this Committee, a further inquiry should be instituted into the merits of these claims by an impartial Commission, such as that proposed in the Hawke's Bay Native Lands Alienation Commission Act, now before Parliament, which should act in such inquiry as a Court of equity and good conscience."

That was in 1872. It was a report made after evidence had been taken upon the subject, and should of itself effectually dispose of the suggestion that this settlement in 1868 could be considered as in any way a settlement at all.

WEDNESDAY, 31ST AUGUST, 1910.

(Mr. Herries in the chair.)

Mr. J. H. HOSKING, K.C., further examined. (No. 1.)

Mr. Hosking: The point I was insisting on at the adjournment yesterday was that this award that was made in 1868 ought not to be accepted as, as it has been subsequently stated to have been, a final extinguishment of the claim. I think I showed from the dates of the papers that the question of disposing of this claim originated on the 28th April. At any rate, that was the date on which the Commission—an invalid Commission—was issued to the Court to deal with it, and it was all disposed of within eight days. It was, for that reason, submitted by me that the Natives are perfectly justified when they say in the petition that the proposal to extinguish the claim was sprung upon them at that time. To prove that such is the case I should like to refer to Messrs. Smith and Nairn's report. It will be found in the Appendices for 1888—I.-8, page 55. They say there,—

"It is true that the obligation incurred by the Government in respect of the promise of additional reserves to be set apart for the aboriginal owners of the Ngaitahu Block was defined by the Native Land Court in 1868, when the Ngaitahu deed or agreement was referred to it; but, although the awards made by that Court have been declared by law to be in final extinguishment of the Native title within the boundaries delineated on the plan annexed to that document, it is, in our opinion, clear from the evidence taken by us"—and they spent some two years over this Commission—"First, that the Natives interested as parties to that agreement were not aware of the fact, or of the object of such reference; second, that they were not represented or heard in Court as parties to that agreement; third, that, had they known that the whole question of that agreement was referred to a tribunal which had power under the Native Land Act, quoted in the order of reference, 'to investigate the title to and interest in the Ngaitahu Block, and to make orders for the completion of the agreement upon such terms and conditions as the Court might think fit, or for the apportionment of the land between the parties interested therein as the Court might think equitable,' in such case, we believe, questions would have been raised the inquiry into which would have materially affected the judgment of the Court—among others, that of the boundaries of the block, the description of which in the deed is so utterly vague, and in reference to which the evidence of the Maori witnesses examined by us is almost unanimous to the effect that they were not understood to include the Kaitorete Peninsula, or anything beyond a strip of land on the eastern seaboard, having for its inland boundary a line from Maungatere (Mount Grey) to Maungaatua, one of the boundaries of Symonds's purchase. These questions were not raised; and, in fixing the area of the awards made in satisfaction of the promise of future reserves, the Court acknowledges itself bound by the Crown witnesses in the interpretation of the terms of the contract. We notice also that an opinion then expressed by the Judge, that the allowance of 14 acres per head was a liberal one, was afterwards entirely changed by him, as appears in his evidence before us and in his report on the petition of Ngaitahu in 1876. Had the Maoris interested in the Ngaitahu Block realized the position in which they were placed by the reference to the Native Land Court of the document called Kemp's deed *as an agreement*, and that it was competent to them to bring before the Court all questions relating to the purchase which were then in dispute between themselves and the Crown, or had they been properly advised or represented on the occasion, we believe that important points which were not, but should have been, brought under notice would have received the attention of the Court. In support of our opinion we refer to the evidence on this point given by Chief Judge Fenton and Mr. Alexander Mackay."

So it was clear from the evidence taken in 1880, in the opinion of Messrs. Nairn and Smith, that these proceedings could not in justice be taken to have destroyed the claim which the Natives had under the original promises that were made. The subsequent proceedings, which commenced almost immediately after that, and which I will refer to in a little more detail presently, demonstrate that it was not considered by Parliament, at all events—although there had been this snatch