

25. *Mr. Tawhiti.*] You said you accepted the £5,000 to put an end to the proceedings as to the ownership of the land?—It referred entirely to the ownership of the land. It was to put a stop to the legal proceedings; we were not wealthy enough to carry them through.

26. Mr. Macandrew wanted you to stop the proceedings and take another course?—Yes.

27. And you understood that the rent-money was still lying there and you received none of it?—Yes.

28. Your petition, then, is for the rent-money alone?—Yes.

29. And you do not wish in any way to disturb the ownership of the land?—I shall do nothing if I get this rent-money. It will put an end to the whole thing.

30. Was the deed in which the whole thing was to be submitted to arbitration—that is to say, the question of ownership of the land and the rent—was that deed, the one you refused to sign, read over to you?—Yes; it was read over to me.

31. *Hon. Mr. Fox.*] When this question was referred to the Privy Council, if the Privy Council had affirmed the decision of the Court of Appeal here and of the other Courts that the land belonged to Mr. Macandrew, and the grant was a good grant, then the Maoris would not have been the owners of that?—In a legal sense the Natives would have had no right to the land; but I should not have stopped urging my request.

32. If the land had been awarded to Mr. Macandrew, then he and not the Natives would have been entitled to the £6,000 that was being held for the two?—Yes; perhaps that would be the consequence of that legal proceeding.

33. When you agreed for £5,000 to drop the proceedings before the Privy Council, was not that sum given as agreeing to put Mr. Macandrew in the same position as if the Court decided he was the owner of the land?—If Mr. Macandrew had represented to me that he intended to include the question of rents, I should not have agreed to it.

34. If the Privy Council had decided in favour of Mr. Macandrew, would the rents that accrued before the grant to Macandrew have belonged to him or you, or whom?—I believe the £6,000 belonged to the Maoris.

35. Had the Maoris not sold their title to Mr. Wakefield in 1849, or whenever it was?—It was intended by the Natives to reserve this special piece of land, but owing to the proposal of Mr. Wakefield that a tenth of the land should be reserved this confusion commenced. Subsequently to that, Mr. Mantell got this land reserved, and the Governor confirmed it. Mr. Mantell was Commissioner for the extinguishment of Native claims.

36. When this £5,000 was paid to you, and you agreed to stop the proceedings, did you not then say to Mr. Macandrew, "Mind, that does not include the £6,000 of rent"?—The money was not paid direct to me by Mr. Macandrew.

37. When the agreement was come to that you would accept £5,000, did you say anything about covering the £6,000?—I spoke to Mr. Mantell about it at the time, and Mr. Mantell spoke to Mr. Izard.

38. Who said it was not to cover the £6,000?—I said to them, "Do not let the rents of the Natives before the date of the Crown grant be made a part of this arrangement." I warned those acting for me of that point at the time.

39. Do you know why they, in that deed of reference to arbitration, did not put in all these things before you signed?—That deed is not the one I concurred in. That is Mr. Macandrew's own deed. It was prepared at Dunedin, to send to me to sign, by Mr. Macandrew.

40. Is there not a document finally signed which was drawn up by Mr. Mantell and Mr. Macandrew?—There is, I believe.

41. Is it not in print?—I am not sure.

42. *Mr. Williams.*] Was this Princes Street Reserve set apart for the Natives when the land was first sold?—It was in this way—that the Natives continued to occupy it.

43. It was recognized as a Maori reserve?—Yes.

44. Recognized by whom?—The Natives asked Mr. Wakefield to reserve this particular spot for themselves; but he proposed another scheme—that is to say, the tenths—but the Natives lived on the land.

45. Perhaps they expected this place would be included in the tenth?—They knew it was their land, and they occupied it, and thought it would be included in the tenth.

46. And it was understood by them that this was a reserve for the Natives?—Yes; they believed it was a reserve for them, and asked Mr. Mantell for it when he went down.

47. Who leased this land? Was it leased by the Government or the Natives?—It was leased by the Government.

48. And what was done with the rents?—The money was paid to the General Government, to the colonial chest, to be looked after by the General Government.

49. How many years had this been going on up to the time of the grant?—I forget what year it was granted in.

50. Are you aware how much had accrued from rents?—Yes.

51. When you accepted this £5,000, paid by Mr. Macandrew, did you accept that as payment for the land or clearing up every claim upon it?—My impression was that my acceptance of £5,000 was simply to stop the proceedings with regard to title to the land, and had no reference to the rents.

52. That is, you gave up your title to the land when you accepted the £5,000, and were aware that a large sum had accrued for rents?—Yes; and I petitioned the Government immediately after I received the £5,000.

53. When you accepted the £5,000 as payment for the land, you never waived your claims to the rents which previously accrued?—No; I had no idea it would stop my claim to the rents.

54. Do you still consider that money is due to you?—I still continue to think the money is due to us.