

66. *Hon. Mr. Fox.*] Ordinary Crown grants are not generally signed in the Executive Council. The Governor does it at his leisure?—These were for school reserves, and were what you might call special grants. When they were placed before me by the Colonial Secretary, I particularly objected to one grant, which appeared to me to be that which I had resolved not to sign without further discussion, and full advice. But the Colonial Secretary was sure that that was not the grant. He himself did not know it was. Of course I have great difficulty, after so many years, in perfectly recollecting the details of the matter, but I believe I am accurately stating the facts of the case. For instance, I believe it was Mr. Stafford who presented the grants, but it may have been the Native Minister himself who did so.

67. It was not Mr. Patterson?—No; I do not think it was. I believe it was Mr. Stafford. He found out that the mistake arose from the negligence of a clerk in the Crown Lands Office, who put the Crown grant in among the others in error. Mr. Domett, then Commissioner of Crown Lands, whom I sent for, told me how the error had occurred.

68. *Mr. Tairaoa.*] Are you aware that previous to the execution of the Crown grant rents had accrued from this land, that the rents had been paid into the Colonial Treasury, and that they went to the Superintendent and Provincial Council of Otago?—I cannot say of my own knowledge whether that is so or not. The question of the value of the land never entered into my contemplation at all. What I know is this: that the Natives to oblige me agreed to complete the whole transaction in connection with these lands, as I thought, in a very liberal and generous spirit, and consequently I thought they had great claims upon me. The bargain had been commenced before, but they completed it at my request, and I considered they had great claims upon me to see that justice was done them. I believed they had a right that these reserves should be made, and under these circumstances I should have reserved the land whether it had been worth nothing at all, or whether it had been worth a great deal. Irrespective of value, I should have carried out what I believed to be the agreement.

69. *Mr. Rolleston.*] Did you not as a matter of fact promote the settlement of this question by advising that money should be placed at the disposal of the Natives, to enable them to get the matter settled before a competent tribunal?—Yes. I considered after the Crown grant had been issued that the Crown should pay the costs that might be incurred by the Natives in bringing the question to a settlement. I expressed my opinion and did my best to get that arrangement made.

70. As a matter of fact did you not promote the advance of £400, failing other moneys, from the West Coast Native Fund, in order to test the thing?—I cannot recollect precisely, but I am certain I would have done everything the law permitted to get the question fairly settled.

71. I put that question because I have a full recollection of what was done. I received instructions myself to get the £400 advanced so that the question might be settled?—I have an indistinct recollection of the sum of £400 in connection with the matter, but nothing more.

72. Did you consider that a promise having been made to the Natives, whatever public inconvenience might result, that promise ought to be kept, and any wrongs that might be done to Europeans should be compensated—that the promise ought to be maintained at any cost and irrespective of the interests of those who had occupied the land in good faith?—I think that is a rather complicated question to answer. I should like to say this: that if the Crown had entered into a positive engagement with the Otago settlers in the first instance, I think it would have been bound by its promises, and must in some way have compensated the Natives; but I think that if the Crown acquired that land, under a promise of making reserves of this kind, it was bound at all risks to have made reserves for the Natives, and to have compensated the Europeans for any loss arising from the neglect of the Crown in failing to give information of the conditions by which it was bound. I may say I regarded the promise to make reserves for the Natives as part of the purchase-money of the block. It was part of the contract. I felt that our right to the whole block rested upon the fulfilment of the contract as to reserves. We had no title to the rest of the block if we had not fulfilled the bargain by which we acquired the whole, and that reserves should be made was part of the bargain. That was the conviction upon my mind. Perhaps I ought to state further that when this bargain was made, I had no Responsible Advisers; that I stood alone; that I was equivalent to a Government and a Cabinet at the time; therefore peculiar responsibility rested upon me in the matter. I had taken great interest in these land purchases, and had tried to settle the differences between the Europeans and the Natives.

73. Could the settlers of Otago be said to be damnified on account of the action of the Crown in their behalf?—That would be rather a legal question, but I think that ought to be made good to them in some other way. If the Crown had affected these people's interests, I suppose they would have had some claim against the Crown. If my acts were wrong, of course the settlers ought not to have been damnified by wrong acts on my part.

---

FRIDAY, 2ND NOVEMBER, 1877.

MR. ROLLESTON EXAMINED.

*Mr. Rolleston:* I wish, if the Committee will allow me, to put in certain letters showing my connection with the trusteeship in respect to this money, and I shall be quite willing to answer any questions the Committee may put to me in relation to them. The first letter I wish to put in is a letter from Topi, asking me to accept the trusteeship. It is as follows. (See Appendix.)

74. *The Chairman.*] I presume you wish to put that letter in to show that you had nothing to do with deciding any claim the Natives had as to back rent?—Yes. This is the letter I sent to Mr. McLean. (See Appendix.)

75. You put that in for the same reason?—Yes. Now I wish to read a memorandum written by me to Mr. McLean, in reference to the trust, as showing the general understanding that I myself had after a conference with Mr. Mantell and Mr. McLean as to the extent to which the settlement went, and as to the course we ought to take with regard to the distribution of the funds. The memorandum is as follows. (See Appendix.)