

90. *The Chairman.*] You say the Natives did not abandon all their claims?—I did not understand it to be so.

91. What were the claims which they did abandon?—They abandoned their claims to the land. I was not asked to do anything else. There was no question of back rents raised at all. I was not asked to go into that matter.

92. Did you ever see a draft of the submission deed—an arbitration bond? Was it ever submitted to you?—No, it was submitted to Tairaroa, I believe.

93. And he declined to have anything to do with it?—Yes; I believe he refused to sign it, because the amount of the award was limited.

94. Did you, at the time the question was discussed between you and Mr. Vogel, make any arrangement that the Natives' claims to back rents should be preserved?—That question was not raised at all. I do not think it was spoken of by either Mr. Vogel or myself. I do not think there was any question as to the back rents.

95. Is it not reasonable to suppose that Mr. Vogel understood that all claims were abandoned, including the claims for back rent?—No; that cannot be well imagined, because there was no question raised as to the back rents. It would not be a logical inference to suppose that that was his impression.

96. *Hon. Mr. Fox.*] In a case of this kind, is it not reasonable to suppose that the major included the minor, and that the abandonment of the right to the land included the abandonment of the right to rents accruing from that land?—If it was a question as to the ownership of the land, and we admitted that we had no right whatever to the land, that might be the case; but the Natives never said they were not entitled to the land; but they said, for the sake of peace and quietness, and for the sake of getting £5,000, we will give up our claim; we abandon our right under protest, and for the consideration which you have promised us.

97. Did you not say in effect to the Government, We admit that the land is yours; we give up our claim to it?—No; that was not the position. We say, We give up the land to you, not because we admit your rights, but because we are willing, for the sake of peace and quietness, and for the sum of money given, to concede the land to you.

98. But that can hardly be the case, because the value of the land was very much more than £5,000. If this land had only been worth about £5,000, then you might be correctly describing the position of affairs; but the case is very different, the land was worth many thousands more than the small sum that was paid to the Natives?—I do not wish to argue the matter with you. I am only giving you my opinion.

99. No; I was merely putting it to you as it presented itself to my mind. I do not see that the case is in the position in which you put it at all?—I may mention that one reason which operated with me in recommending the Natives to abandon their claim was this: We had already had a judgment of the Supreme Court given against us; that judgment we appealed against; it might or might not have been affirmed; our impression was that we had a good case, and thought that it would not be affirmed; but still the judgment might have been affirmed, in which case we should have lost the land absolutely. Then there was another circumstance. There would inevitably, no matter which way the result was, have been a long and expensive litigation, and the purse of the Natives was not so full as the purse of the Superintendent of Otago for the purpose of carrying litigation on. I therefore thought it better, and Mr. Mantell agreed with me, to compromise the claim rather than incur certainly a large expense, and run the risk of losing the land in the end. These were the considerations which were forced upon me, and these were the reasons which induced me, when sending to Tairaroa and Topi an account of what had been done, a recommendation that they should agree to a compromise.

100. Supposing you had carried the case to the Privy Council, and its decision had been against you, you would have had no claim upon the back rents then?—That is rather a legal question, and I do not know that I am prepared to answer that without having first thought it out.

101. Would not your position in that case have been exactly your position now?—I do not think that at all.

102. Did not this compromise, involving as it did the stoppage of the action, place you exactly in the same position as you would have been in had you lost the appeal to the Privy Council?—I do not think so.

103. Why does it not?—It seems to me that there is a great difference between compromising a claim and admitting that you never had any claim at all. In the one case it might have turned out that we never had any claim at all to the land; but that is not the position we occupied after the compromise. We said, "We have a claim, but we will compromise with you for the sum you are giving us." That seems to me to be a tangible distinction between the two cases.

104. The decision of the Supreme Court was already against you?—Yes; but we had appealed, and we had good reasons for believing that we should win our case.

105. The result of the compromise was this: that it left you standing with the decision of the Supreme Court against you?—We agreed to stop our appeal against that decision. It did not leave us with that decision standing against us in the sense that we submitted to it. We said, "For the purpose of settling this matter, we will allow the judgment of the Supreme Court to stand without appealing."

106. You did allow it to stand against you?—Because we were paid a certain amount of money. We took a sum of money to settle the matter, but not because we admitted the justice of the judgment.

107. You left the fruits of victory with the other side. You left the land in the absolute possession of the other side?—On their paying us a certain sum of money. They paid us to do it.

108. They paid you for a possible claim. To reduce the question into a betting form: the odds were 40 to 1 against you, and you were glad to take the value of your 1?—They bought our interest in the land.

109. *Mr. Tairaroa.*] Was it Mr. Vogel who first asked you to meet him in regard to this matter?—Yes.