

As I understand, a sum of money was named for the future goodwill of the reserve, and, as I believe that has been paid to the Natives by Mr. Macandrew. It appears to me that that sum of money represented the goodwill of the Native claim—represented the value of the claim which was disputed, but did not affect any money on account of any rents received from the reserve before the compromise was agreed to.

197. In reference to the Crown grant, if you had known at the time that it was the Crown grant for the Princes Street Reserve that was about to be signed, what would you have done? Would you have stopped the signature of it?—I intended to refer the question to Parliament, and to be guided by its opinion whether the grant should issue or not.

198. Were you ever aware that that land was originally recommended to be reserved by Mr. Mantell for the Natives, and the recommendation approved of by the Governor?—I could not say now. I had heard and read the evidence that was given before the Committee of the House on the subject, but I could not at this moment remember exactly the details of it.

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FRIDAY, 16TH NOVEMBER, 1877.

HON. MR. MANTELL examined.

199. *The Chairman.*] The Committee are desirous, Mr. Mantell, of getting your evidence on this petition of Mr. Taiaroa. I do not understand that in this petition they raise the question of title at all. The point which the Committee are most desirous to be informed on is, as to the nature of the compromise made in 1872, under which the money was paid to the Maoris. Could you give the Committee any information as to the compromise under which the money was paid to them?—I imagine that the Committee is already in possession of a copy of the agreement made between Mr. Vogel and Mr. Izard on that occasion. I shall be happy to give any additional explanation I can.

200. Mr. Izard stated in his evidence that he did not abandon, on the part of the Maoris, the claims to the rents that had accrued previous to the issue of the grant?—He certainly did not abandon them. I say certainly to this extent: that I specially instructed him not to abandon their claim; that claim was not in discussion, but simply the abandonment of the suit before the Privy Council; that was simply an abandonment of the claim to the land subsequent to the issue of the Crown grant; and during the negotiations between Mr. Izard and Mr. Vogel, which took place in these buildings, Mr. Izard came across to my house to consult me in the matter, and again I impressed upon him that he should not allow the compromise to contain any terms that could be construed into an abandonment of the Natives' claim to the rents prior to the issue of the Crown grant; and with these instructions he returned hither, and afterwards brought me a copy of the compromise agreed to between himself and Mr. Vogel, which is in the possession of the Committee.

201. Do you know whether Mr. Vogel understood it in that way?—I cannot tell you. I might simply mention that the first proposal was that I should negotiate on behalf of the Natives, and Mr. Vogel on behalf of the Superintendent of Otago; but I felt I should be nothing like a match for Mr. Vogel, and I therefore considered it better to leave it in professional hands. I put together a few of the papers which I thought might be necessary. The only means I have of arriving at Mr. Vogel's understanding is from a note I received from him the day after, in which he says, "Macandrew telegraphs me that he accepts compromise. His words are, 'Princes Street Reserve, your proposal agreed to.'—21st November, 1872."

202. You do not know what his idea of the proposal was—whether it was a complete settlement or not?—I cannot say at all. I had no personal intimacy with Sir Julius Vogel, but I know distinctly that on the Natives' side it was not that. I know, further, that, in communicating the terms for the information of the Natives, no such construction was put upon it, because I happen to have a copy of the letter I wrote at the time in order to be sure that Topi, the plaintiff in the action, might clearly understand it. [Letter read and put in.]

203. I observe in this letter that you make no allusion to any further claim Topi would have for the back rent?—That was not involved in the action. The action was to repeal the grant.

204. Just so, but it does seem a remarkable omission that you did not at the same time state that he would have a further claim on the old accrued rents?—I did not think it necessary, because that was not in question.

205. I understand that this £5,000 was accepted as a consideration for abandoning the appeal to the Privy Council?—Simply that.

206. That left the decision of the Supreme Court and the Court of Appeal standing against the Natives. They had no power to prosecute the appeal to the Privy Council after the compromise had been effected?—I believe not.

207. The decision of the Supreme Court and Court of Appeal was left standing against them?—I am not lawyer enough to say so.

208. The decision of the Supreme Court and Court of Appeal had been against them?—Yes.

209. And they abandoned all power to take it further?—Leave to appeal had been granted by the Privy Council.

210. By accepting the compromise they abandoned the right to prosecute that appeal?—Yes; they could not dispute the title to the land.

211. Supposing the Natives had never appealed to the Privy Council, but had allowed the judgment of the Supreme Court to stand, would they have any claim upon the old accrued rents?—I cannot say; I imagine not.

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MONDAY, 19TH NOVEMBER, 1877.

HON. MR. MANTELL examined.

212. *The Chairman.*] You desire, Mr. Mantell, to make a further statement relative to this matter?—I think the Committee would perceive more clearly the position taken by myself and Mr. Izard if I were to make a further statement. What I was desirous of was, that the Committee should