

1877.

NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE.

(REPORT ON THE PETITION OF HORI KEREI TAIAROA, TOGETHER WITH THE MINUTES OF EVIDENCE THEREUPON.)

THE petitioner requests that the Government will pay him the sum of £6,000, being the rent for the Princes Street Reserve, Dunedin, previous to the period at which the grant was made to the Superintendent of Otago; and also that interest be paid him for the time during which the said sum of £6,000 has been withheld.

I am directed to report as follows:—

That there appears to have been a misapprehension as to the full extent of the compromise effected by the payment of the sum of £5,000 to the Natives, and the two parties understood the agreement differently. That, under all the circumstances, it is highly desirable to remove all further grounds of complaint; and the Committee is of opinion that a further payment should be made to the Natives of the rents which had accrued prior to the issue of the Crown grant, or a reserve should be made of land to that value, for the benefit of the Natives interested.

JOHN BRUCE,
Chairman.

Protest against the Report of the Committee by the Hon. Mr. Fox.

Having been personally and intimately acquainted with all the circumstances of the case, from the date of the Otago purchase to the present time, including those particulars in connection with Mr. Mantell's mission to Otago, when he advised the reserve of the land in question, and having heard and read all the evidence taken before this Committee, I beg respectfully to enter my protest against the decision of the majority of the Committee, believing that the payment of £5,000 was intended by Sir Julius Vogel and Mr. Macandrew to be final; and that, if the agents for the Natives did not intend it so to be, they should not have concealed that fact, as it is stated in Mr. Izard's evidence that they did; and that their clients are estopped by their action from any further claim beyond that which the Government understood to be settled by the payment.

WILLIAM FOX.

I agree in the above.—J. MACANDREW.
21st November, 1877.

MINUTES OF EVIDENCE.

In re the PETITION of Mr. TAIAROA, M.H.R.

Mr. TAIAROA examined.

1. *The Chairman.*] This is a petition which you have caused to be presented to the House of Representatives. Do you want to make any statement to the Committee in support of the prayer?—I have no direct evidence to give. I can only state what I heard.

2. Can the direct evidence be procured?—Yes; the evidence of the persons named in the petition can be obtained. I can only state my belief. I could make a statement, but that might not perhaps be accepted as correct evidence.

3. You can make a statement, and indicate any evidence you propose to call. Although I have an objection to taking evidence like that, where direct evidence can be given, still I do not wish to shut you out, Mr. Taiaroa, from making a statement to the Committee. I would prefer that you would take that course. Make a statement, therefore, and indicate any evidence you are likely to bring forward. Will you begin by making it clear to the Committee what you want—what you want the £6,000 for?—What I ask for is the sum of £6,000, with interest added, being accrued rents up to the time the Governor executed a grant of this land to the Superintendent. That sum of £6,000, before

the issue of a grant, was in the hands of the General Government of the colony for the benefit of the persons to whom the reserve belonged. That is the ground of my petition. I will in my statement make clear the great confusion that has existed with regard to this land, and the payment of £5,000. At the time of the sale of the Otago Block it was stated by the Natives that they had been in actual occupation of this land in question, and when Mr. Wakefield went there to purchase they begged this portion might be excepted from the sale—at least put in the same position as other Native reserves; but it was not actually done on account of the proposal Mr. Wakefield made about the tenths. The Maoris had been living upon this very piece of land from the period anterior to the arrival of Mr. Wakefield up to the time Mr. Mantell went down; and when the Town of Dunedin was formed the Natives were there living. When Mr. Mantell went to the Middle Island on land matters, he found the Natives living on this land. The town was growing, and the Natives asked Mr. Mantell when Mr. Wakefield's promise would be carried out as to the reservations of land. Mr. Mantell said he did not know what Mr. Wakefield had promised. Tairaroa begged Mr. Mantell to reserve this land for them as a place on which they could live. Mr. Mantell agreed to reserve that piece of land. It was not a simple assent that they should have the reserve. Mr. Mantell, accompanied by Tairaroa, Karetai, and others, went round the boundaries of this piece of land and put in pegs, and I saw them do it. I was quite a boy at the time. We considered the land to be entirely for Native purposes, and we believe Mr. Mantell sent a report to the Government, but we cannot say that for certain. Then this land was leased to Europeans, and European buildings were put up on it. The money was paid to the General Government at Wellington. The money was paid in to the Colonial Treasury. That occupation went on up to the time the grant was executed by the Governor to the Superintendent of Otago. The total amount of rent received for that land, from the time Mr. Mantell said it was to be for the Natives up to the date of the execution of the grant, amounts to £6,000 some odd shillings. Between the periods that Mr. Mantell gave the land and before it was granted, a stone house was put up on this reserve as a house for the Natives. It was put up on this very land. It was built by the Government for the Natives, and was a place where the Maoris could stay, and was to be used by them as a market-place. The house stood there up to the time the land was granted, and then it was knocked down. The stones of which that house was built were taken away to another place, and Hoani Korako, Taare te Kahu, and others, went to Mr. Strode, the Commissioner, and asked him for what reason the house had been knocked down and the materials taken away. Mr. Strode said the intention was to put up a better house and to level a portion of the land and improve it. After that we all heard that the Governor had executed a grant of the land to the Superintendent of Otago. At the time I heard the grant had been executed I wrote to Governor Grey, about 1866 or 1867, and asked him in what position that land was. I received no reply to that letter. After that Sir George Grey went down to the Middle Island and to Otago, and I then made an application to him for the restoration to us of that land. Sir George Grey said I should come up here to Wellington, and I and Timoti Karetai accompanied Sir George Grey on his return to Wellington—just at the time he was going away from New Zealand. When I got here I became aware, and was informed by Mr. Mantell, that that land had gone from us owing to its being granted. Mr. Rolleston was at that time in the Native Department. Mr. Mantell and I sought an opinion on the subject from a legal gentleman in Auckland. I waited here for a considerable time to hear his opinion, but did not hear it. I then returned to Otago, and Topi came up to Wellington. Topi had an interview with Governor Grey, and asked for some money to enable him to take legal proceedings in the matter. Sir George Grey agreed to allow a portion of the rents of the reserves on the West Coast of the Middle Island to be taken for the purpose of prosecuting this suit. Mr. Mantell and Topi put the case into the hands of Mr. Izard, of Wellington. We then ceased to do anything in the matter. The case was put into the Supreme Court. The case was heard at Otago. There were no Native witnesses called to substantiate their claim; neither was Topi, who sent the petition to the Governor, called upon to give evidence. I am not certain whether the Court sat in Dunedin or not, but I believe it did.

4. *Hon. Mr. Fox.*] Where was Mr. Izard, your lawyer?—He was here, but Mr. Turton was acting for him.

5. Do you know what was the result of that trial?—I believe the decision was given against the Maoris. We lost the case. We appealed to the Court of Appeal. The case was heard before the Court of Appeal in Wellington. No witnesses were called, and the matter was argued out by counsel. I believe the Judges did not allow any jury. The Court of Appeal gave its decision against the Maoris. I got a communication from Mr. Mantell, requesting me to come up here at once, as I had lost the case. I wish to say I forgot that, previous to my coming up, Mr. Mantell and Mr. Izard had sent a petition to the Privy Council, and our petition was accepted. It was agreed that the case should be gone into. It was then that Mr. Mantell sent for me to come here and make arrangements about the costs. I asked Mr. Mantell and Mr. Izard how much would be required to be sent to England. I was told it would take £500; that the £400 previously taken out of the Greymouth Reserve had been expended. I asked the Greymouth Natives to allow me to take £1,000 out of the reserve, and they telegraphed to me that they were willing. They agreed I should be allowed to take £1,000. We collected some money ourselves, and I asked Mr. McLean to give us £500 out of the £1,000, and he did so. £500 was paid to Mr. Mantell. The case went on, and a summons was sent to Mr. Macandrew, informing him of the proceedings at Home, and he came to me in 1872, and asked me to stop the case, because he did not know which of us would fail. He made a direct application to me to stop the proceedings, but I did not consent. The session ended, and we dispersed to our different homes. After I got back to Otago, Mr. Macandrew asked me to write requesting that the case might be stopped. A proposed document was written out, and when I saw its contents I did not agree to sign it. I told Mr. Macandrew that I would be disposed to stop the proceedings, but requested that Mr. Mantell and Mr. Izard should be communicated with, and if they consented I would consent also. Mr. Macandrew appointed Mr. Vogel to look after his case, and he and Mr. Izard came to an agreement for the purpose of stopping his case. This had nothing to do with the back rents. That was my impression. The question of the rents was not a part of the proceedings. I agreed that Mr.

Izard and Mr. Vogel should come to an arrangement for the purpose of stopping the legal proceedings, and it was agreed upon between Mr. Mantell, Mr. Vogel, and Mr. Izard that £5,000 should be paid to us to stop the proceedings. We were communicated with, and Topi and I agreed to it. After that was done I took no further action with regard to the question of ownership of the land itself, as it would have been a very expensive thing to have continued the case. Perhaps the Committee may consider it is not right of me to ask for this £6,000, as they know I received the £5,000. The proceedings with regard to this last were altogether wrong. It was wrong to issue the grant, and, through the action of the former Parliament, the persons justly entitled to the land have been thrown away from it. That £5,000 does not nearly represent the value of the land. It is a very valuable property now, and would have been a very valuable legacy to leave to our descendants. If the Governor had not executed that grant this land would never have parted from us. Sir George Grey says he did not know that he was granting this land at the time he signed the grant—that if he had known it was this land he would not have granted it; and I want him to come to the Committee and say so in my presence and that of the Committee. I want to show that our land was taken from us in that way. I heard that at the time this grant was executed the Minister took over a big bundle of grants to the Governor to sign. It was during Mr. Stafford's administration. I do not know the Minister who took them over. This grant was one of a bundle which was taken to the Governor to sign, but he was not told that this was a grant of Native land. I do not know whether the Governor reads over all Crown grants before signing them. I shall never stop urging this matter. That is all I have to say to the Committee. I hope the Committee will take such measures as will put an end to this matter in a proper way. I know the action the Ministers took, and I shall tell my children how it was done—that the grant was signed among a lot of others.

6. *The Chairman.*] You have gone into the whole of the case, but I do not understand the present petition raises the question of ownership of this land?—The question of the ownership of the land we gave up at the time we accepted the £5,000. I shall not stop urging for the £6,000.

7. Did the £6,000 consist of rents which accrued before the grant was made to the Superintendent?—I believe the £6,000 was entirely of rents which accrued before the date of the execution of the grant.

8. Was the money paid to you—that same money, or money accruing from rents after the grant was made?—I do not know where he got it from; he did not say.

9. When this compromise was made and the money paid, how long was that after the grant was made to the Superintendent?—I do not know when it was granted.

10. Is this not the case: that these rents which had accrued previous to the issue of the grant to the Superintendent, was not that money handed over, and the money he referred to in the arbitration bond?—With regard to the first part of the question, I understand that, after the issue of the grant, the Superintendent of Otago applied to the General Government for the payment to him of the sum of £6,000, being the back rents.

11. And got it?—And he got it; but I do not know how long that was after the execution of the grant.

12. Have you not received those very back rents you now ask for—first received by the General Government, then paid to the Superintendent of Otago, and then to you?—No; I do not believe that is the case. All that I know is, that I accepted the sum of £5,000, and accordingly stopped the legal proceedings.

13. When this arrangement was made for a compromise, a deed of submission was submitted to you?—It was after Mr. Izard agreed to accept this that a document was sent to Topi and myself for inspection.

14. And you did not sign it?—I wrote back to Mr. Izard and told him that if he had agreed to accept £5,000 I was willing to stop legal proceedings.

15. It appears from telegrams that the submission bond was actually submitted, and you declined to sign it for certain reasons. Was that bond not submitted to you?—I do not know that I received any deed. [Telegram to Mr. Mantell read.]

16. That shows a settlement was contemplated?—Yes.

17. Was the deed submitted to you?—Mr. Macandrew's lawyer drew up a deed. The deed was sent to me, and I never signed it.

18. You read it, I presume?—It was read over to me by a European, and I objected to sign it.

19. On what grounds?—Because Mr. Macandrew wanted to limit the thing to the money he had in hand.

20. Were you willing to submit the whole of your claims at that time to arbitration? Had you no objection?—I was willing that Mr. Mantell should go into the whole of my case and conduct it, and he instructed Mr. Izard.

21. Was a settlement then contemplated between Mr. Macandrew and yourself—a complete settlement—or did you regard it only as a partial settlement?—My impression was I was only agreeing to this extent of accepting the sum of £5,000 to stop further legal proceedings, and the rent-money accruing before the grant was still to be paid.

22. Did you object to the latter portion of this paragraph [portion of proposed bond of submission read]?—It was through those words that I objected to sign the deed. It is on both these points that I objected. I believe this is a copy of the deed I refused to sign. It is submitted now to the Committee without any signature.

23. Then you took up this position—that when that money was paid, it was only paid as a partial settlement of the claim, and left other claims still open?—I think our intention in receiving the £5,000 was to put a stop to the question with regard to the ownership of the land. The accrued rent was an entirely different question, and I do not know at all that the rent was considered to be any portion of the £5,000. I do not believe Mr. McLean or Mr. Rolleston understood that the £5,000 could be accepted as payment of rent. They were trustees for the money.

24. What is the value of this reserve at the present time?—About £100,000. There are about four acres in the very heart of Dunedin.

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.

THURSDAY, 1ST NOVEMBER, 1877.

Hon. Sir G. GREY, K.C.B., examined.

55. *Mr. Tairaroa.*] Do you know Mr. Mantell?—Yes.

56. Did you know Mr. Mantell as Commissioner in connection with land purchasing for the Queen or any other person?—Yes.

57. Was he authorized by Her Majesty to purchase land, or to set aside reserves for the Natives?—He was authorized to purchase certain lands, and I presume authorized to agree to reserves.

58. Was he in a position to make valid purchases, and would his promises be binding?—They would have been binding on me. They would have been binding on the Crown.

59. *The Chairman.*] When was Mr. Mantell in this position?—I forget the date. I may say I doubt if these questions will help Mr. Tairaroa.

60. *Mr. Tairaroa.*] I wanted to ascertain what his position was?—He was to acquire lands from the Natives, and any promises he made to the Natives would be part of the conditions of the purchase of the land, and would be carried out by the Government.

61. *The Chairman.*] Perhaps if I put a few questions I shall help Mr. Tairaroa. Are you acquainted with the Princes Street Reserve? Do you know where it is?—I knew where it was some years ago, but when I was last in Dunedin I found the place so altered that when I went to look for the reserve I could not recognize it.

62. Can you state the position the reserve was in in 1853 in reference to the Natives?—If you will allow me I will read a few passages from the report of Mr. J. C. Richmond, Native Minister, which completely represent my views and knowledge. The report is dated 1867. He states: "There is good evidence that the Native owners at the time of the first negotiations for the land at Otakau objected to giving up a part of what now forms the reserve"—that is, the Princes Street Reserve—"and, in consequence of that objection the negotiation was broken off. In the subsequent deed of sale no specific reservation of the land is made, but a general understanding is indicated that some lands are to be surveyed by the Governor for the sellers, and the vague terms of the deed may have been meant to include *inter alia* a portion of the reserve in question. No notice of such a reserve appears in the official map of the Town of Dunedin on which the land comprised in it is shown in sections, open for choice by the holders of land orders for the Otago settlement. On a subsequent map the section lines are effaced, and by order of the agent of the New Zealand Company the water frontage was declared a reserve. This act appears to have been without sufficient authority, and called forth protests at the time from the holders of land orders. The land was, however, withheld from selection and continued to be treated as a reserve for general public purposes. In 1853 a reserve out of this frontage was set apart by the Governor for Native purposes, which is now known as the Princes Street Reserve, and is the subject of the present petition. The property has since 1862 become of great value, and the objection which always existed to its being reserved for the Natives has been already urged on the Government. It is alleged that His Excellency exceeded his powers in making such a reserve within the lands specifically assigned to other purposes by the New Zealand Company." On that point I should like to make my own statement. It is this: That at that time I believed it was reserved—that it was one of the pieces included in what is called the *inter alia*—that at the time I had the advice of very able lawyers (the Law Officers of the Crown), and I believed that everything was done on the part of the Government to ascertain whether the proceeding was lawful. I believe the necessary steps were taken to establish its legality. But I understand (this I do not know of my own knowledge) in some way a deed signed by Colonel Wynyard immediately after I left the colony was not properly registered, or that some difficulty took place although it was executed. I am told that it was in existence, and probably would be found in the Supreme Court, but that some formality was neglected necessary to make the title complete. Ultimately a Crown grant was issued. I shall now go on to read this further: "In 1865 the question was pressed to an issue in the Legislature, and a resolution of the House of Representatives, founded on a report of a Select Committee, was passed, declaring that a grant to the Superintendent ought to be issued under the Public Reserves Act. The Government of the day proposed that an amicable suit should be instituted to try the questions of authority on one side and the other which had been raised. The Provincial Government never acquiesced in this proposal. Mr. Stafford, then Colonial Secretary, was advised that to bring the matter into Court a grant must issue to one party or the other, and had intended to recommend a grant; but, in the meantime, inadvertently as regards His Excellency and the Colonial Secretary, a grant which had been prepared on the authority of the resolution of the House of Representatives was presented for signature and issued."

63. Mr. Stafford had intended to recommend it?—Yes. Well, on that point I wish to state that the recommendations had never been made to me, I believe, but discussions had taken place between myself and Law Officers, and I had resolved that I ought not to sign the grant until the matter had been further discussed. A number of grants were formally presented to me in Executive Council for my signature, and I signed them. I believed that one of the grants presented to me for signature was the grant for this land in question, but I could not positively identify it; and as the Colonial Secretary, who presented the grants to me, was perfectly satisfied that it was not the grant for this reserve I signed it. Subsequently it turned out that the grant had been signed. It was done under a mistake, or, as Mr. Richmond put it here, "inadvertently as regards His Excellency and the Colonial Secretary." I believe there is further evidence of that in existence in the shape of a report of a speech delivered by the Hon. Mr. Stafford. It was discovered the same day that the grant had been signed improperly, and the Government tried to recover possession of the grant, but it was found the grant had been sent off that day in a vessel going to Otago, and in that way the land passed into the possession of the Municipality or the Provincial Government of Otago.

64. Who was Colonial Secretary then?—Mr. Stafford. Mr. Richmond says he was present at the Executive Council. I think Mr. Richmond was also present.

65. Do you recollect who were the others?—I am not certain. I think Mr. Patterson was present. He was equally surprised with myself at what had been done.

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.)

76. *Hon. Mr. Fox.*] Did you ever have a reply to that?—No. I had verbal communications with Mr. McLean, and he never raised any objection to the view I took. Later on the final award was made. It was in these terms. (See Appendix.) I should like also to put in the following letter, which I have Mr. Mantell's authority to use. It is as follows. (See Appendix).

77. *The Chairman.*] In these letters you make no allusion to any claim which the Natives might still have preserved. One would gather from your letters that the compromise was regarded by you as final?—I had nothing to do with that question.

78. You were in frequent communication with Mr. Mantell on the subject?—Not otherwise at that time than by the correspondence which I have quoted. Subsequently I was.

79. Did it not appear to you as being singular that no intimation should have been given that the Natives had preserved certain claims, if they were preserved?—I cannot say that that ever occurred to me, nor can I say now that it appears singular. I think the question as to whether rents accrued before the Superintendent of Otago, through the Crown grant, obtained any claim to the land were the property of the Natives is quite apart from the question of the land. In common fairness, I think the rents that had accrued before the Superintendent of Otago got his rights were bound to be dealt with in the interests of the Natives.

80. The position of the Natives at that time, if we may judge from present allegations, was this: "We will take £5,000 as a compromise, but by-and-by we shall ask for £6,000 more." Did you know at that time that that was the position taken up by them?—I cannot say that I was aware of it at the time of the negotiation, with which I had nothing to do until I came up here; in fact, the question never occupied my mind.

81. What is your belief in the matter. Do you think there was any intention on the part of the Natives to bring forward a claim at some future time, that they did not regard that compromise as final?—I have no knowledge of the feelings of the Natives—but after what Mr. Izard has said, I think it is clear that those who were acting for them intended to bring the claim forward.

82. Notwithstanding that, not a word passed between Mr. Izard and Mr. Vogel on the subject?—I am satisfied on that point, because of what Mr. Izard states passed between him and Mr. Mantell.

83. Do you think it was quite fair of Mr. Izard to have been in communication with Mr. Mantell on the subject, and to make no allusion to it when arranging the terms of the compromise with Mr. Vogel?—I should not like to express the opinion that there had been any unfairness.

84. Do you think it was fair?—It would depend upon circumstances altogether. I am really not in a position to judge. So far, I cannot see anything unfair in his conduct, acting as he was in the interests of the Natives.

Mr. C. B. IZARD examined.

85. *The Chairman.*] The Committee are desirous of having your evidence upon a claim made by Mr. Taiaroa with respect to certain old rents accruing from the Princes Street Reserve, Dunedin. The petition does not raise the question of title at all, and Mr. Taiaroa in his evidence states that he has abandoned that; but he claims £6,000 old accrued rent. The point on which the Committee are most anxious to get information from you upon is as to the nature of the agreement under which a certain sum of money was paid in 1872 or 1873?—I will tell you at once all I know about the matter. I was engaged on behalf of the Natives in prosecuting a writ of *scire facias*. The decision of the Supreme Court being against us, we appealed to the Privy Council. While this appeal was going on, one day in November, 1872—the 20th November, 1872—Mr. Vogel sent a note to me requesting me to meet him. I went to him, and he told me he wished to speak to me with respect to the action pending, in order to see if anything could be done towards making a settlement. I said I should be perfectly willing to recommend a settlement if that were possible. We sat down, and terms were sketched out. I told him I did not like to do anything definitely without first consulting with Mr. Mantell. Mr. Mantell was close at hand, and I left Mr. Vogel and consulted with Mr. Mantell, who agreed with what had been suggested by Mr. Vogel, and on my return a memorandum was signed by both of us. A rough draft of our agreement was made by Mr. Vogel himself, and of that copies were made. I signed one and Mr. Vogel signed the other. A copy of that signed by Mr. Vogel I hand in. (See Appendix.) I should say that in the course of the proceedings there was a good deal of discussion about the terms. Mr. Vogel wanted us to waive the question of costs and not to press our claim for the refund of the sum of £500 advanced to Mr. Mantell out of the Greymouth Reserves Fund. However, I would not agree to that. Of that sum of £500, £150 had been given to me to send Home to pay legal expenses connected with bringing the matter before the Privy Council. The arrangement made between Mr. Vogel and me was that a sum of £5,000 was to be paid as a compromise—made up of a sum of £4,650 and the balance remaining in Mr. Mantell's hands, £350.

86. Did you understand that the stopping of the action agreed to by that document involved an abandonment by the Natives of all claims?—Certainly not; for this reason: I went to consult Mr. Mantell about the terms offered, and I remember distinctly that we had a discussion on that point, and we decided that no such thing should be agreed to.

87. What then did the compromise settle?—It settled this: We had brought a writ of *scire facias* to repeal the Crown grant. It was decided against us in the Supreme Court, and we had appealed to the Privy Council. We thought we had good ground for an appeal, and we had every hope that we should have succeeded had we gone on with the case. Mr. Vogel, however, said the Government were desirous that the action should be stopped. The Provincial Government of Otago wanted possession of the land, and wished the action stopped. That we agreed to do.

88. But what advantage would Mr. Vogel or the Superintendent of Otago have gained from the stoppage of the action?—They got the land. Our action was to repeal the Crown grant, and if we had got it repealed it might have come back to us absolutely. If we had got the grant repealed there was nothing to prevent us from applying to the Crown and getting the land. That was our object. But in agreeing to the compromise we gave up the land.

89. *Hon. Mr. Fox.*] What did the compromise leave open?—I cannot tell what it left open. I can tell you what it settled. It settled the question of ownership.

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.

110. Before Mr. Vogel sent to you, had either Topi or myself asked you to enter into such an arrangement as you did enter into?—I think not. I do not think the subject had been discussed between us.

111. Mr. Vogel was the first to suggest that there should be a compromise?—Yes. Mr. Vogel wrote me a note asking that I should go and see him.

112. That was with the intention of getting us to stop the case then pending in England?—Yes.

113. What amount was it that Mr. Vogel agreed to pay?—£5,000 altogether.

114. Was it not £4,720?—It was £4,650, and the £350 advance in the hands of Mr. Mantell.

115. Was that £350 part of the money which had accrued from the Greymouth Reserves?—A sum of £500 had been advanced by the Government to Mr. Mantell out of the Greymouth Reserve Fund to carry on the action with. Of that, £150 had been sent to England, leaving a balance of £350. It was agreed that this £350 and £4,650 should be paid to the Natives, making in all £5,000.

116. Who appointed you to discuss this matter for the Maoris with Mr. Vogel?—I was not appointed to act on behalf of the Maoris at all; but what I had done was afterwards confirmed by Topi and yourself. Here are the letters of ratification or confirmation. (See Appendix.) I wrote to Topi and Tairaoa stating what I had done, and got the answers. With Tairaoa's permission I will put all these documents in.

117. Did you see Mr. Mantell on the subject?—Yes. I went and saw Mr. Mantell once or twice during the time negotiations were being carried on between myself and Mr. Vogel. I might say that the two things were coterminous. I left Mr. Vogel to go and see Mr. Mantell, and then returned to Mr. Vogel.

118. Did Mr. Mantell say you ought not to allow the rent question to be mixed up with the matter at all?—Yes. The matter was discussed between myself and Mr. Mantell, but it was not discussed between myself and Mr. Vogel.

119. You are of opinion that the rent question was never touched upon or involved in your arrangement with Mr. Vogel? It was not.

120. *Mr. Fox.*] Could you account to the Committee how it was that, after the point had been discussed between yourself and Mr. Mantell in reference to back rents, provision was not expressly made in this transaction that that question was not to be regarded as involved in the settlement?—Mr. Vogel never proposed anything with regard to the back rents, and I did not think it necessary to moot the question.

121. Is it not possible that Mr. Vogel thought the compromise covered the whole question? I do not think he could have done so.

122. Do you not think he intended the compromise to cover the whole question? If he had intended it to cover the question of back rents he would have told me, and would have put that stipulation in the arrangement. Mr. Vogel was too keen not to have inserted a stipulation about the back rents in the agreement if it was intended they were to be included.

123. Would not that apply either way? Is it not as reasonable to suppose that, had you intended the rent question should be excepted you would have expressly excepted it.—No; it was not raised. Mr. Vogel was very well able to take care of himself in such a transaction.

124. *The Chairman.*] He might have thought that in abandoning the title you were abandoning all the back rents as well. You admit that it is doubtful?—I do not. What I say is this: We were negotiating in respect to the land, and the land only. Nothing was said about the rents, and our arrangement was not intended to affect anything except land. I did not touch upon the rent question. I mentioned it to Mr. Mantell, but as Mr. Vogel did not bring it up, neither did I.

125. What interval of time elapsed between your visit to Mr. Mantell and your interview with Mr. Vogel?—If I might use the phrase, the two things were contemporaneous. I went from Mr. Vogel's room to Mr. Mantell's house, close by here. The whole thing was going on together.

126. Is it not curious that you should have gone, as it were, from one room to another to discuss that matter with Mr. Mantell, and yet never alluded to it when you went back to Mr. Vogel?—You must remember that I was acting for my clients, and I had instructions, I might say, not to consent to anything which would involve giving up the rents.

127. Surely it was a question whether it was not intended that the compromise included giving up all claims to back rent?—I never understood it so.

128. There is room for such an opinion?—I did not understand the question in that light. I could not tell what was passing in Mr. Vogel's mind.

129. You could have ascertained by simply alluding to the subject which you had been discussing with Mr. Mantell?—I did not wish to suggest to Mr. Vogel that he should ask for further terms. Why should I put the thing into Mr. Vogel's mind?

130. Were you not under the impression at the time that Mr. Vogel considered that the compromise settled all the claims of the Natives?—No; all that I understood was that it referred to the possession of the land, and I thought that Mr. Vogel understood the matter in the same way as I did. He said nothing whatever to lead me to believe he wished anything more given up than what the action related to.

131. Did you explain to the Natives, when you wrote recommending them to agree to the compromise, that they would still preserve their rights to the rents? You had discussed the matter with their friend Mr. Mantell, and it would be reasonable to suppose that you mentioned the circumstances to the Natives?—I am not prepared now to say whether I did or not. It is some time ago. That can be seen by the letter, if Mr. Tairaoa has no objection to its being read. Unless he says he does not object, of course, it being a matter between attorney and client, I am not in a position to produce the letter.

Mr. Tairaoa: I have no objection.

Mr. Izard: This, then, is a letter to Topi, but a duplicate was sent to Mr. Tairaoa. [Letter read.] (Appendix .)

132. Having read that letter, you will have observed you have not said one single word as to the preservation of the rights of the Natives as to rents?—No; but I said the sum of £5,000 will fairly represent the ultimate chance of getting the land.

133. Put it in this way: Seeing that it was fully in your mind, after you discussed the matter with Mr. Mantell, that their rights to the rent were fully preserved, is it not remarkable that you should not have mentioned that circumstance to the Natives?—I cannot at this time say what was the reason, or what was in my mind.

134. In the Natives' reply to your letters there is no indication that Tairaroa or Topi thought that certain claims with respect to the back rents were preserved?—There is no reason why they should. I had not referred to any back rents being given up, and there was no reason why they should have referred to the matter in their replies.

135. *Hon. Mr. Fox.*] As you considered the Natives had a right to this £6,000 prior to the compromise, and the compromise did not touch the £6,000, why not have brought an action against the Superintendent to recover that amount, instead of coming to Parliament, a course which presumes that the Natives have exhausted their remedy?—The £6,000 was paid to the General Government since all rents accrued were paid to the General Government. The claim of the Natives, therefore, would be against the Crown and not against the Superintendent. The Crown could not be sued. I think you, as a lawyer, will agree with me in that view of the matter.

136. Whatever claim the Natives had to the rents before the compromise you think they possess now?—Yes; my view is that the compromise related to the land only.

137. Have not the Maoris actually received these back rents? Did they not receive them in the shape of this money paid by way of compromise? It was to be paid by the Superintendent out of moneys accrued in this way. Did the arrangement refer to old rents which had been paid or to rents which had to be paid?—I do not know; I had nothing to do with that question. They were to be paid out of provincial funds. That was stipulated, so that Mr. Macandrew, who was defendant in the suit, should not be personally liable.

138. Is it not peculiar that this particular sum of £5,000 came to be freed? Was it not because that was actually the sum in the hands of the Superintendent which had accrued from the rents?—I do not think so. The rents due were £6,000—I am speaking from recollection—but we fixed upon £5,000.

139. *Mr. Rolleston.*] It says the money is to be paid out of sums paid to the Superintendent? What meaning do you attach to that?—That Mr. Macandrew was not to be personally liable.

140. There was no stipulation that the money to be paid was to be limited by the amount received in rents?—No.

141. How did you arrive at this particular sum of £5,000?—It was Mr. Vogel's offer. I did not suggest the £5,000.

142. *Hon. Mr. Fox.*] There was no specification as to how it was to be made up?—No; the only question was that Mr. Mantell having got an advance of £500, that money was not to be refunded. I did not care where the money came from so long as it was paid. That was not mine nor my client's business.

WEDNESDAY, 7TH NOVEMBER, 1877.

Hon. Mr. MACANDREW, M.H.R., examined.

143. *The Chairman.*] The point upon which the Committee particularly wish your evidence is as to the conditions on which a compromise was made. £5,000 was paid to them at a certain time. The Committee want to know on what conditions—whether it was regarded as a complete compromise, or a partial compromise only?—It was a complete and final settlement of the whole thing, and I think my letter to the then Premier states explicitly the grounds on which I agreed to pay the money.

144. It has been stated in evidence that the Natives—that is, Mr. Izard, acting on behalf of them—only intended it as a stoppage of their proceedings, but that they by no means abandoned their claim to the land. Was that view of the case ever put before you?—Never. If so, I should have abandoned all action in connection with paying the £5,000.

145. How was the money derived which you paid?—From rents of the property over a series of years.

146. Was it derived from rents accruing previous to the grant having been made to you?—Yes, it was; the whole of the rents from the very outset. I think the rents would be very trifling prior to the grant. Until the issue of the grant there was no power legally to enforce collection of the rents.

147. Can you tell the Committee the total amount that had been yielded up to the time of the grant?—No. The Colonial Government collected the rents.

148. Did the Natives receive the whole of the rents? If not, how was the remainder disposed of?—The Natives did not receive the whole of it. There were £6,000 received altogether. I paid the Natives £5,000, and the other £1,000 went in legal expenses incurred in defending the action taken on behalf of the Natives.

149. It has been suggested that the money you paid at that time had accrued after the grant was made to you, and that there was a further sum previous?—The £6,000 represented the whole of the rents paid up to the date of the payment of the £6,000 to us.

150. *Mr. Rolleston.*] That sum was paid by the General Government to the province, on the conditions that appear on the printed correspondence?—Yes.

151. Between the date on which you received the grant and the date of the compromise, the rents were received by somebody?—By the Corporation, not by the Provincial Government.

152. *Mr. Tairaroa.*] At the time you received notice of the proceedings with regard to this land, did you not see me at Wellington, and ask me to put a stop to the proceedings?—I have no distinct recollection as to any particular interview with you on the subject, although I know that I had repeated conversations with you on the matter, in which I stated I was anxious to see the proceedings stopped, to save the money being squandered in law.

153. Do you remember having an interview with Sir Donald McLean?—Several.

154. Did you not propose then that the proceedings should be stopped on account of the money being wasted?—Certainly.

155. Did I not say to you, "We will not agree to that?"—I do not recollect.

156. Do you remember seeing me in Dunedin, and recommending me to put a stop to the proceedings, and you would pay me the money you had in hand?—I have no distinct recollection of any of those interviews, but I know I saw you repeatedly, and kept urging that proceedings should be stopped in order to prevent the money being squandered at law.

157. Was there ever a deed of submission prepared by any legal gentleman acting for you?—No. The whole thing was done by the people in Wellington. I employed no lawyer in the matter.

158. Was there not a deed drafted and sent to me for signature, and I declined to sign it?—I cannot tell. I do not think I ever saw the deeds until the other day in Wellington.

159. You were the Superintendent of the province at the time the grant was executed?—Yes.

160. Do you know whether the £6,000 was the rent accruing previous to the date of the execution of the grant?—£6,000 was the whole sum that came into the Provincial Treasury. I do not know what rents the Corporation have received since.

161. Do you think Sir Julius Vogel thought the payment of £5,000 was for the extinguishment of the Native claims?—I do not know that Sir Julius Vogel recognized the legality of the claim at all, but I have no doubt whatever that he interested himself in the matter on the understanding there would be an end to all further dispute with regard to it. I never recognized the legality of the claim at all, either at law or equity.

162. Supposing the grant had never been executed by the Governor, in what position would you be now with regard to that land? Would you be able to say you had possession of it?—Certainly not. The position of it would have been precisely the same as many other reserves not Crown-granted, the proceeds of which are paid over to certain bodies.

163. Do you think Mr. Mantell had as much authority to make the reserve in Princes Street as he had to make the reserve at Port Chalmers?—I do not think he had any authority whatever to make either reserve. It was the Governor only who had power.

164. Were you aware that the Natives had got a grant to the Port Chalmers Reserve, which was made in the same way?—Yes, but it was not made in the same way. The Ewerua had authority to make it, but not the other.

165. Do you not think it would be well to pay the back rents, and put an end to the whole thing?—I think the Maoris have got the back rents. This was a reserve of the New Zealand Company for a specific purpose. The Port Chalmers Reserve was land open for selection, and the Governor had power to deal with it, but he had no power to deal with the Princes Street Reserve.

166. *Mr. Tawhiti.*] Do you say that Mr. Mantell had no authority to make reserves for Natives in the Middle Island?—He might recommend them.

167. Supposing Mr. Mantell had purchased any land from the Natives subsequently to Mr. Wakefield, would his purchase have been valid or not?—He did make purchases from the Natives, and the purchases are valid.

168. The land he purchased now belongs to the Crown?—Yes, with the exception of that which has since then been alienated from the Crown.

169. How is it, then, that if he had authority to purchase, and his purchases are valid, he had no power to make reserves?—That is a question that I cannot answer.

170. You say the £5,000 you paid Topi and Taiaroa was out of the rents?—Yes.

171. For what reason did you pay the money out of the rents?—I did not like to see it squandered amongst the lawyers.

172. If you say that is paid out of the rents, then the land itself belongs still to Taiaroa?—Oh, no.

173. If I were to take an action against the Government for the recovery of any sum of money, do you think the Government would pay me my demand if I kept urging it?—I should think not likely.

174. Why not?—They are not so simple as we were.

175. *Hon. Mr. Fox.*] Am I right in understanding that your objection to Mr. Mantell's power to make reserves rests upon the fact that this land had been already reserved, and he could not reserve property already reserved?—Yes.

176. *Mr. Rolleston.*] For what purpose was this reserve made?—For wharves and quays, or rather I should say for the purpose of preventing the water frontage being built upon, and thereby debarring the public from access to the water.

177. Your objection to Mr. Mantell's power to make reserves rested on the fact that this particular land in Princes Street had already been reserved by the New Zealand Company's Agent for public purposes, and therefore did not come within the class of land over which Mr. Mantell had power to make reserves?—Yes.

178. What was this reserve?—The whole of the water frontage of Dunedin was reserved with a view of giving free access to the water, so as not to put the Town of Dunedin in the same position as London on the banks of the Thames. If Mr. Rolleston will take the trouble to refer to it, I think he will find a despatch from the New Zealand Company to Captain Cargill, defining the object of it. Perhaps I may be allowed to make this further statement, that when the first settlers arrived there the land was surveyed to the water's edge, and it was competent for me or anybody else to select sections, but on receiving the despatch Captain Cargill withdrew them from sale. Since then the water has been reclaimed for several chains. The whole of the harbour frontage is being reclaimed for several chains into the water.

179. Then the rights of the settlers, such as they were, in respect to this reserve, have not been maintained the same?—Oh, yes; inasmuch as space is still left between the buildings and the water frontage.

180. Why is it not as competent to reserve this for Native purposes as to alter the original design, as appears to have been done in this case?—The original design has not been altered. The access is still reserved. There are about 2 chains of street line abutting on the water, so that the frontage is not shut off, excepting in so far as the railway line which runs along the street may be said to do so.

181. At the time Mr. Mantell recommended the reserve in favour of the Natives there was no doubt about Wakefield's reserve?—Not the slightest.

182. And it was within the category of this land the Governor had power?—No. Had we known at the time that Mr. Mantell recommended this, it would have been stopped at once, but it did not come out for years after. The whole thing was done secretly. This reserve was made ostensibly as a place for the Natives to land their boats at. They did not land their boats there at all, but on the spot where the Customhouse now stands. I should like you to put such questions as you may think necessary, in order that the real position of the case may be understood by Tairaroa and the Natives. It was not out of any desire to filch anything from the Natives that we have opposed their action in this matter. On the contrary, we were anxious to deal liberally with them. In 1865 and 1866 I urged that this money should be devoted to erecting schools for them, and a Native hostelry at Pelichet Bay.

183. And why was that not done?—Because Mr. Richmond, who was Native Minister, did not agree to it.

184. *Mr. Tairaroa.*] Do you know whether Mr. Mantell recommended the Governor to make this a Native reserve, and do you know, also, whether the Governor approved of the recommendation?—I know Mr. Mantell recommended it, but I did not know this for years after it was recommended.

185. Do you know whether the Governor approved of it?—The Governor approved, I believe, but there was no further action taken. It was never Crown-granted, or anything done to give a legal title.

186. Were there no plans, sketch, or tracing asked for from the office in Dunedin?—The public knew nothing about it until Mr. Mantell had left the country. At the time Mr. Mantell recommended this reserve to the Governor as a Native reserve, he also recommended the Octagon or Moray Place to be reserved as a site for an Episcopalian Church. The Church authorities commenced to put a fence round it. That was the first intimation the public had. We immediately wrote to head-quarters, and the thing was stopped. Had we known of the other at the time, it would have shared the same fate. There was just as much right to make the one reserve as the other; and that was none at all.

THURSDAY, 8TH NOVEMBER, 1877.

The Hon. Mr. STAFFORD, being in attendance, was examined.

187. *The Chairman.*] Will you please give the Committee any information you can in connection with the issue of a grant for the Princes Street Reserve?—As far as I can recollect, I think it probable that neither the Governor nor myself were aware when that particular grant was signed. The practice used to be that Mr. Domett, Secretary for Crown Lands, which was then a permanent office—not ministerial, as now—used to send up to me a number of grants together, varying from ten to one hundred at the same time—bundles of grants. I being Colonial Secretary then, those grants were forwarded by me to the Governor for his signature. As a rule, Mr. Domett never called my attention to grants unless there was some speciality connected with them. He merely notified that the grants had been examined and were correct. Mr. Domett had the duty of sending back grants to the Land Office from whence they came if he found them to be incorrect, either as regards area or measurements, or which he believed to have been prepared without due observance of the law of the district where the land was situated, or where they affected public reserves of lands that should not have been alienated. It is within my recollection that Mr. Domett had more than once refused to pass grants as being correct when they affected public reserves. I refer, for instance, to certain reserves for shearing purposes which the then Superintendent of Marlborough undertook to sell. My confidence in the knowledge and diligence of Mr. Domett was so great that whenever I got grants from him I cannot recollect having put any question about them at all—I accepted them as correct. Therefore, I think it is very probable that this grant may have come up inadvertently with a number of others, and in the same way may have been sent on by me to the Governor for his signature. I have used the word “inadvertently,” because I have some recollection—I will not be quite positive about it—that I had given a special instruction that that grant should not be sent on for signature without my attention being called to the fact. I knew that there had been a great deal of discussion about the ownership of that Princes Street Reserve, and I knew also that there was a very strong difference of opinion about it, and that it was a question that had not been absolutely dealt with in any decided way either by Parliament or by any Government, but the question had been before Parliament and before successive Governments. The attention of Parliament and successive Governments had been directed towards it. I believe—although I will not be absolutely positive at this length of time—I believe I gave positive instructions that that grant was not to be sent on to the Governor without my attention being specially directed to it. I have been informed that Sir George Grey, who was then Governor, has stated that he put some questions to me with regard to this grant. I have no recollection that the Governor, Sir George Grey, ever put questions to me about any grant whatever at any time. But if Sir George Grey says he is perfectly certain he did put such questions to me, I am not, at this length of time, prepared to say that he did not; but I have certainly no recollection of Sir George Grey having at any time questioned me as to a grant, and, I think, if such an occurrence had taken place I should have recollected it, because, as a matter of fact, I did not myself—I will not say never, because it is just possible that occasionally I may have carried in a portfolio—I did not take grants to Sir George Grey at all. When Mr. Domett sent grants to my office, I used to send them on for His Excellency's signature, with Mr. Domett's minute, and sign my name or initials to the minute. Either my Private Secretary or some officer in the Colonial Secretary's Department used to take the grants over to the Governor for his signature. Those grants sometimes came back signed the same day, if the Governor happened to be in his office when they arrived; but sometimes they may have lain one, two, three, or even more days, if the Governor happened to be absent, before they were returned to the Colonial Secretary's Office duly signed. Unless Sir George Grey

looked over those grants personally he could not have put any question to me, and I do not think it likely that he or any Governor did so. As a matter of fact, I may say, I have seen a row of grants on the Governor's table awaiting the Governor's signature, all overlapping, so that the context was completely hidden, and the Governor has signed them in the spaces left for his signature. [Witness practically illustrated his meaning.] As a matter of fact, I have seen, perhaps, fifty grants on the table, and I think it very improbable that any Governor looked at them before he signed them, but that he signed them without looking to see what the grants were for.

188. Was it not the custom of the Governor to sign grants in the presence of his Ministers?—No; except in a few cases where the law stated that it would be lawful for the Governor in Council to reserve or grant certain lands.

189. Are not all grants required to be signed in Council?—No. I do not see if the grant in question was sent in the first place it may be inadvertently, that there had been no attention directed to the subject of the grant—I do not see how it is probable that it was signed in Council. The Colonial Secretary, I have stated, was the ordinary medium for forwarding grants to the Governor; but if there was any specific grant required to be signed in Council, it is possible that the Minister who required that specific grant might receive it from the Land Office, and present it for signature. I am speaking now of any special grant that required to be signed in Council. It is possible that the Minister who was in charge of the matter might lay it before the Governor in Council, although, as a rule, grants are always sent to the Colonial Secretary, or at least through his office, and not signed by the Governor in Council. It was not required, except in a few cases where the law states "It shall be lawful for the Governor in Council," and in such a case it would be signed in Council; but I am not aware when and how the grant in question was signed. If it was signed in Council, it is very possible—indeed, I may say, probable—that either the Minister presenting the grant for signature would briefly state what the grant was for, or, if he did not make such a statement, the Governor would ask him. As a general rule, it is the duty of the Minister in such a case to make an explanation voluntarily, without being asked—to say, "This grant requires to be signed under the authority of such an Act, and for such purposes." I can only say that I do not recollect that any such formality was used in respect to this grant, or that it was signed in Council at all.

190. If it had been sent in for signature in Council, would you not have been likely to have described its contents to the Governor? May there not have been half-a-dozen of the same kind?—It is quite possible there may have been twenty or thirty grants sent with it from the Crown Lands Office.

191. In that case there may have been half-a-dozen of the same kind?—It is not likely, because so few grants required to be signed in Council—the law does not require that they should be. As a matter of fact, I do not remember that some grants have been signed in Council when I was in office. I was some years in office. I have no reason to believe that this was one of those grants signed in Council. If it was signed, it is very likely that something was said about it; and if anything had been said about it, after the attention that had been bestowed upon this question, I do not think that I should have forgotten it.

192. If it should have been signed in that way, I can easily understand you might have told Sir George Grey it was not a grant referring to that particular reserve, the reason in your mind being that the instructions to Mr. Domett you have referred to—your attention not having been called to it—it does not seem improbable that in that case you might have said to Sir George Grey that the grant was not the one in question?—If I said so, it must have been in ignorance of the fact.

193. Sir George Grey, before signing, may have said to you, "This appears to be the grant referring to the Princes Street Reserve," and you may have answered him, "No, it is not that grant," the reason for saying so in your mind being the instruction which you had given to Mr. Domett?—Yes; the reason being that I myself was not aware that it was that grant. Not being so aware, I could not say that it was.

194. In fact, you might almost have been under the impression that it could not have been that grant, because you had received no intimation of the fact from Mr. Domett?—As this is a question of memory, I should like the records of the Crown Lands Office and the Colonial Secretary's Office to be examined, because every issue of a grant that comes up from the Crown Lands Office is recorded. The grants used—and I dare say it is customary still—to be accompanied by a minute to show that they had been examined and found correct, and were ready to be executed by the Governor. There is a record book kept of all grants that are signed; that is kept in the Crown Lands Office, and possibly in the Colonial Secretary's Office. I know it is kept in the Crown Lands Office also. If the records of the Crown Lands Office were searched, it would be seen whether Mr. Domett, or whoever was acting for the Secretary, had made any special reference to that grant. You cannot have a grant signed without its being recorded. It is duly numbered, and the day when it was signed entered in the record books. You can trace the day that that grant was signed by the record and by the number on the grant. You will find the day it was sent from the Crown Lands Office. You will find the minute that accompanied it, which will show whether any attention was called to it or not. You will find my minute upon it, and you will be able to find out whether it was signed in Council, or signed in the usual way, and sent up with a lot of others. You can trace the whole of it. There is no grant ever signed, in Council or not, which you cannot trace.

195. *Mr. Taiaroa.*] Are you aware, Mr. Stafford, at the time you were Minister, whether there were any rents accruing from the Princes Street Reserve paid into the Colonial Treasury before the day of the execution of the grant?—I cannot say whether or not any rents had been paid into the Colonial Treasury before the grant was executed, but I do know this, that during the time I was last in office rents were paid into the Colonial Treasury and specially reserved, because the question was in dispute as to who they should go to.

196. Supposing that there were rents paid and accrued on account of that land before the day of the issue of the grant, to whom do you think those rents should belong—to the Superintendent in whose favour the grant was made, or to the Natives?—I should think that would very much depend upon the nature of the terms that were agreed to as a compromise in regard to the reserve in question.

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.

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.

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

understand the light in which we regarded these rents. They were originally collected by Ministerial authority, and placed to a separate fund, which was held at the disposal of the Minister for Native Affairs. It is true that after the action was commenced the sum then in the Treasury was, I believe, a sum precisely similar to the amount which was paid by Mr. Stafford, I think, to Mr. Macandrew, on his personal undertaking that, in the event of the case being decided against the Superintendent, the money should be refunded to the General Government. On behalf of the Natives, I and Mr. Izard always regarded the Government as being responsible for the back rents. In the event of the case having been decided finally in favour of the Natives in any Court, the Natives could not have applied to Mr. Macandrew for a refund of the money paid to Mr. Macandrew. That was the light in which we regarded it, and naturally it did not appear to us that the sum was to be taken into consideration in the compromise to be made with the Superintendent in respect of the action against the Crown grant.

213. You say that, in the event of the Natives winning their case before the Supreme Court, they would have had a good claim against the General Government for the rents?—Yes. I want you to observe that I hold their claim was against the General Government and not against the Superintendent of Otago for the back rents. I wanted to call your attention to that, because there seemed some doubt on the mind of the Committee as to whether Mr. Izard and myself, in not calling attention to this further claim of the Natives, were acting in strictly good faith. I have no doubt on the subject myself.

214. But as a matter of fact the Natives lost?—No, as long as the case is before some Court or another, it is neither gained nor lost, until it is decided by the highest Court of Appeal. If it had then gone against the Natives, they would have thoroughly and utterly lost their case; but it was defendant and not the plaintiff who proposed a compromise and made a payment to compromise the case. We consider, therefore, that we won the case.

215. Supposing there was no power of appeal to the Privy Council, then the case would have gone against the Maoris?—Yes.

216. Did you ever become acquainted with the proposition on the part of Mr. Macandrew to submit the matter to arbitration by a regular submission bond?—I have no recollection of it.

217. The submission bond was never submitted to you?—Never, so far as I can remember.

APPENDIX.

No. 1.

MEMORANDUM between Mr. VOGEL and Mr. IZARD.

Mr. IZARD and Mr. Vogel conferred together with a view of agreeing to a compromise in respect to the Princes Street Reserve which Mr. Izard could recommend to his clients and to Mr. Mantell and which Mr. Vogel could recommend for acceptance to the Superintendent of Otago and others concerned on behalf of the province.

It was agreed between them to recommend the following compromise:—Out of moneys paid to the Provincial Government the Superintendent of Otago to pay to Hon. Mr. Mantell and Hon. Mr. McLean, if he will act, or, if he refuses, to a second person, to be appointed by Mr. Mantell, the sum of £4,650, and the sum of £500 to the General Government to refund an advance lately made to Mr. Mantell; the said £500 to pass to the credit of the Reserve Account, from which it was advanced. No refund to be made by Natives in respect of advances made to them for the purposes of the suit.

In consideration of the Superintendent making the said payments of £4,650 and £500, all proceedings on behalf of the Natives to be stopped, and the present action to be discontinued; each side to pay its own costs; Mr. Izard to telegraph to England to stop the appeal on payment of the above amounts. Mr. Izard to co-operate in staying proceedings as early as possible, and to aid, if necessary, in perfecting title.

J. VOGEL.

No. 2.

Mr. IZARD to Mr. TOPI PATUKI.

DEAR SIR,—

Wellington, 22nd November, 1872.

I have been endeavouring to make a compromise with regard to the claims of yourself and your tribe to the Princes Street Reserve.

It is the best bargain I can make, and is approved of by Mr. Mantell. I do not think that the Maoris are entitled to anything less, in strict justice, than the whole of the land, but we must consider the chances of their success in the suit that you have commenced. Before it could be brought to a conclusion a very long and expensive litigation would have to be gone through, and one that might not result in the Native claims being established. If the suit failed, the Natives would get no part of the land at all.

Considering all these points, I recommend that you should agree to the terms I am about to mention. They were settled in a long interview between Mr. Vogel and myself, and have been submitted to Mr. Mantell, who agrees with me in thinking that the best thing to do is to accept them.

The terms of agreement, of which I send a copy, amount substantially to this, viz.:—The present suit to be stopped, and each side to pay its own costs. The Provincial Government of Otago to pay to Mr. Mantell, and Mr. McLean, if he will consent to act, the sum of £4,650, and to pay to the

General Government the sum of £500 to cover an amount advanced by the Government for the purposes of the suit. The sum of £4,650 and the sum of £350 which Mr. Mantell has now, making altogether £5,000, to be divided among the Natives according to their own wish. This sum of £5,000 will therefore be free from deductions, and the Natives are not to pay anything to refund the moneys that have been advanced for the purposes of the suit. In addition to the sum of £350 mentioned above, £150 has been sent to England, and I fully believe that this £150 will fully pay all expenses. Of course the suit is not to be stopped until the money is paid.

This arrangement requires your sanction. Think over it carefully, and let me have your answer as soon as possible, because, if you agree to it, the sooner I can stop proceedings in England and any further expenses there the better. If you do not agree to the above terms, the suit must go on; but I strongly recommend you to accept them. They are, in my opinion, as good terms as can be got, and the sum of £5,000 will fully represent the value of the ultimate chance of getting the land. Do not delay in giving me your answer; let it be in Maori, written by yourself, and get some friend to turn it into English that I may understand it.

John Topi Patuki, care of Rev. J. F. H. Wohlers,
Ruapuke, Foveaux Strait.

Your friend,
CHARLES B. IZARD.

No. 3.

Hon. Mr. MANTELL to Mr. TOPI.

DEAR TOPI,—

Wellington, 23rd November, 1872.

As you are aware, a compromise was talked of during last session, by which it was proposed to induce you, on behalf of your tribe, to drop the suit for the cancellation of the grant to the Superintendent of Otago of your Native reserve in Dunedin. Immediately after the session further talk upon the subject took place, of which you will have heard from H. K. Taiaroa. I have put off writing to you on the subject until it should have assumed a definite shape, taking care in the meanwhile that the appeal to the Privy Council should proceed with all necessary expedition. The funds necessary for this purpose were from time to time paid by Taiaroa to the Naboth's Vineyard Account at the Union Bank of Australia. Of these, a sum of £40 paid by him, and of £25 (less discount) sent by you, having been rendered inessential at present by payments to the amount of £500 by Taiaroa, given to him, as I understood, by Government for the purposes of the suit, I have repaid to Taiaroa £150 of the other amount, which has been remitted to England.

I now come to the compromise at present proposed, and beg you to consider it carefully, and to reply as soon as possible.

You will by this mail receive from your lawyer (Mr. Izard) a letter enclosing a copy of a memorandum showing the terms of compromise which he, on your part, and Mr. Vogel, on that of Mr. Macandrew, recommend for your adoption. In my telegram on the 21st, I described this offer to you as representing not by any means the rights of Ngaitahu to the reserve in dispute—for Mr. Izard agrees with me in regarding those as being, barring accidents of law, unquestionable—but as the value of your chances of recovering it or anything by the present or any future action. On considerations of public policy, in the true interests of the colony, I should and do desire that the case should go on before the Privy Council, whatever the result; for I am not absolutely without hope that, showing as it does, among other notable points, a certain looseness in which the Maoris were secured in the enjoyment of benefits purporting to be conferred upon them in former years by the direct representatives of the Crown, and the manner in which, regardless of the extent to which the honor of the Crown may be involved, such looseness may be taken advantage of under our present institutions, and in our present Courts, to abolish those rights, to deprive them of those benefits; and, inasmuch as all these promises were consequent upon some advantage received or to be received by the Crown, to place the good faith of the Empire in an unenviable light—I am not without hope, I say, that an authentic exposure of all the facts relating to this case might at last arouse some English statesman to a sense that, in delegating powers to colonists, the Imperial Government is bound in honor and duty to insist upon the honest fulfilment of every engagement made by Her Majesty's representatives, on behalf of Her Majesty and in Her Majesty's name, prior to such delegation; and that of this duty the Imperial Government cannot divest itself before God, though it may succeed in doing so before man—as man goes.

But you will say, and not without reason, that all this, although it might produce a beneficial effect on other claims, and perhaps even on this, is not for you to consider; that the real question for you is, What is the best, in a pecuniary point of view, that I can do for myself and my tribe in this matter? In this view, I conscientiously believe that, by accepting the proposed compromise, you will obtain the full value of your chances, so far as I can see them. The law is always uncertain, and, so far as I can see, no proper care has, I may almost say, ever been taken, when promises have been made to your tribe or benefits guaranteed, so to bind the Crown as to give you a claim against it irrefragable in the Courts of the Crown—a laxity of small moment in a Crown colony, but dangerous, if not fatal, to your interests in one governed under a Constitution such as ours. The decision of the Privy Council may therefore be adverse, or it may not be final, and the case may have to be begun again, if you can go on with it; and whence are the funds to be derived?

Yesterday afternoon I received a letter from Taiaroa, enclosing copy of an authority from you to him in the matter. As Mr. Izard says that this authority is insufficient, it will still be necessary for you to give or refuse assent to compromise, and he can join in it. Should you decide to accept the terms offered, I have only to suggest that, Mr. McLean having consented to act as one trustee for the money until the manner of its distribution is determined by those interested, you would name Taiaroa or some other than myself as the other. The transfer of the balance can then be more regularly made. Mr. Izard sends Taiaroa copy of his letter to you. I also write to him.

Yours sincerely,
WALTER MANTELL.

No. 4.

Mr. TAIAROA to Mr. IZARD.

FRIEND,—

Otago Heads, Maori Settlement, 2nd December, 1872.

I have received your letter of the 23rd November. I received it on the 29th November, together with the copy of the letter to Teone Topi Patuki. I have seen what you and Mr. Vogel say when you agree to a payment of five thousand pounds (£5,000) to settle that reserve. I cannot say that you have made a bad arrangement; at the same time it is known that that reserve belongs to the Maoris according to the opinion of the chiefs, but, according to the trial, the Maoris are unable to understand it. However, I will consent, in order to save my property and that of all my people—lest we lose the case in England as we have lost it in the Supreme Court of New Zealand. I have received a telegraphic message from Teone Topi Patuki, in which he says that if I agree he will; and I have sent him a message in reply that I have agreed to the £5,000, but that he must write to you and to me, giving his consent. Sufficient.

To Mr. Izard.

Your friend,
H. K. TAIAROA.

[COPY.]

I, HORI KEREI TAIAROA and my hapu and all my tribe who are entitled to share in the reserve at Otepoti, agree that the investigation in England should be stopped in consequence of the appointment of Mr. Vogel and Mr. Izard as arbitrators in respect of the said reserve at Otepoti. They have agreed to pay the Maori owners of the land five thousand pounds (£5,000) in payment for the said reserve at Otepoti, and I agree that the investigation should cease, and that the Maoris should be paid five thousand pounds, and then a final document, giving up the land at Otepoti, will be executed. This document is a true token of my consent, and I have therefore signed my name to it. This document is written to Mr. Izard.

Signed by Hori Kerei Taiaroa at Otago,
2nd December, 1873.

HORI KEREI TAIAROA.

No. 5.

Mr. WOHLERS to Mr. IZARD.

DEAR SIR,—

Ruapuke, Southland, 16th December, 1872.

I enclose Topi Patuki's agreement to the terms of the compromise in regard to the Dunedin Native Reserve. It is, as you wished, in the Maori language, and translated into English; but, as Topi knows quite enough of the English language to understand the meaning of an agreement, he has also signed one in the English language, enclosed here.

I trust that it will be all right now, and the lawsuit at an end.

Charles B. Izard, Esq., Wellington.

I have, &c.,
J. F. H. WOHLERS.

Enclosure in No. 4.

Mr. TOPI PATUKI to Mr. IZARD.

FRIEND, GREETING,—

Ruapuke, 16th December, 1872.

I have received yours of 22nd November, and heard its contents; it is to the effect that the lawsuit in regard to the Dunedin Princes Street Reserve may be ended—that the Superintendent of Otago has agreed to pay us the sum of five thousand pounds (£5,000) sterling.

Listen! I agree to these terms. Let Mr. McLean and Mr. Rolleston take charge of the money. That is all. From

Mr. Izard, Wellington.

JOHN TOPI PATUKI.

No. 6.

Mr. TOPI PATUKI to Mr. IZARD.

DEAR SIR,—

Ruapuke, 16th December, 1872.

I have received yours of 22nd November, informing me that a compromise with regard to the Dunedin Princes Street Reserve has been arranged, and that the Superintendent of Otago has agreed to pay the sum of five thousand pounds (£5,000) clear.

I accept this compromise, and inform you that I fully agree to the terms.

I would name Mr. Rolleston, if he will consent, to be one of the trustees, with Mr. McLean, to receive the money.

I fully understand the meaning of the above in the English language.

Witness—J. F. H. Wohlers.
Charles B. Izard, Esq., Wellington.I have, &c.,
JOHN TOPI PATUKI.

No. 7.

Mr. ROLLESTON to the Hon. Mr. MANTELL.

MY DEAR MANTELL,—

Christchurch, 10th February, 1873.

In the matter of John Topi I have to apologise for not having sooner replied to your letter of the 13th of last month, from which I learn that John Topi has agreed with the Superintendent of

Otago to drop his action before the Privy Council in respect of the Princes Street Reserve on payment by the latter of a sum of £4,650, which, with the balance of Old Naboth's Vineyard Funds, will probably, after paying costs, make a sum of £5,000 clear for division among the claimants. You further inform me that you have been relieved from the temporary trusteeship of this fund, and that I have been named by Topi to be one of the trustees with Mr. McLean to receive the money.

Your letter reached me just as I was setting out on a journey with the Governor to Mount Cook, and since my return has been inadvertently neglected.

I do not gather from your letter that it is in any way a formal or official communication, and therefore no harm will have come of the delay of my reply. With regard to the fact of the compromise which has been effected, I have only to say, as one who has interested himself in attempting to get justice for the Natives in this matter, that the terms are as good as I expected, and that it is perhaps better for the Natives to accept £5,000 than run the not very improbable risk of getting nothing; but I am entirely at a loss to understand on what principle the Government admit the justice of the Natives' claim to this extent without admitting it in full. It is something to have obtained the admission. With regard to my trusteeship, I have heard nothing, and should prefer that the Public Trustee or other official of the country should carry the matter to its conclusion.

I should be sorry to do anything which, in the mind of the Natives or of any one outside New Zealand, might appear to associate my name with the transaction as a concurring or a satisfied party.

I am not yet asked, and if I accepted, it would be with protest on this point.

I return your copy of the agreement, which has travelled to the Muller and Mount Cook Glacier, and as it is somewhat damaged I enclose a copy of it.

Hon. W. B. D. Mantell, Wellington.

I have, &c.,
W. ROLLESTON.

No. 8.

Mr. ROLLESTON to the Hon. Mr. McLEAN.

MY DEAR SIR,—

Christchurch, 2nd April, 1873.

I have, at the request of John Topi, accepted the office of trustee for the Natives concerned in the Princes Street Reserve, in respect of the moneys agreed to be accepted by them on account of their claim to that reserve.

I have been furnished with the particulars of the compromise which has been effected, and shall be glad to learn from you the manner in which you would propose to deal with the distribution of the funds which I understand to be now placed in deposit in the Union Bank of Australia in Otago.

In accepting the office of trustee, I have desired it to be understood that I do not thereby express any opinion on the question of whether the just claims of the Natives have been satisfied by the compromise which has been effected.

The Hon. D. McLean.

I have, &c.,
W. ROLLESTON.

No. 9.

Mr. ROLLESTON to Mr. TOPI PATUKI.

DEAR SIR,—

Christchurch, 2nd April, 1873.

I have received your letter of the 10th February, in which you inform me that the affair of the Princes Street Reserve has been compromised, and the amount agreed to be paid to the Maoris in respect to their claims remitted to the Bank by the Government, and you ask me to act as trustee for the Maoris with Mr. McLean until it is decided how the money shall be distributed.

I have much pleasure in acceding to your request, and will place myself in communication with Mr. McLean on the subject immediately I have heard the particulars of the compromise from Mr. Mantell. You will understand that I accept the office of trustee, at your request, in the interest of those concerned in the receipt of this money, without reference to the question of whether the just claims of the Maoris are satisfied by the compromise which has been effected.

Mr. John Topi.

I have, &c.,
W. ROLLESTON.

P.S.—I have written to Mr. Mantell, and also to Mr. McLean, informing them that I have accepted the office of trustee.—W.R.

No. 10.

Mr. ROLLESTON to the Hon. Mr. McLEAN.

SIR,—

28th September, 1873.

It is desirable that some arrangement should be made with respect to the apportionment of the moneys for which we are trustees, the result of the compromise in the matter of the Princes Street Reserve.

The reserve, as I understand it, was originally made as a town reserve for the Natives of the different *kaingas* in Otago, where they might reside when coming to Dunedin for trading or other purposes.

It would seem, therefore, that the distribution of the moneys arising from the reserve should be made with reference to this original purpose, and that the several *kaingas* should receive a share in proportion to their population, such share to be expended, so far as the trustees can influence the Natives, in some useful and permanent object which will add to the personal comfort of those who

receive it (I mean something of the nature of a chief's house, fencing, or other permanent improvements, &c., as the Natives themselves might choose). The two principal Natives concerned are Topi—who is, I believe, the chief of the tribe—and Taiaroa, and I think that these are entitled to a special consideration on account of their standing, and also on account of the persistent manner in which they have mentioned the rights of their people in this matter, it being mainly due to them that the rights of the Natives have been admitted to the extent they have in this compromise.

I would suggest that Topi and Taiaroa should be requested to summon delegates from the several *haingas* (New River, Jacob's River, Otakou, Waikouaiti, Moeraki, Taieri, Molyneux, &c.), and to prepare, for the approval of the trustees, a scheme of distribution such as will satisfy the Natives and meet the general ideas I have indicated: that is,—

1. Special consideration of the two leading chiefs.
2. A fair distribution among the several sections of Natives interested.
3. An application to useful purposes of the money when handed over. Probably Mr. Wohlers and Mr. Watt would help the Natives in the preparation of this scheme, and in giving effect to the useful application of the moneys.

When the principle of distribution is determined, it will serve as the future basis for distributing the rentals of the reserve which accrued prior to the issue of the Crown grant, and which, it is presumed, will follow this award.

If these are in the hands of the Government, it might be a good plan if they would hand them to us in the form of Treasury bills, the interest of which might be distributed annually on the basis determined in the scheme I have indicated.

The Hon. Mr. McLean.

I have, &c.,
W. ROLLESTON.

No. 11.

[MEMORANDUM.]

Wellington, 30th September, 1873.

THE Trustees appointed to hold the money paid by the Provincial Government of Otago in settlement of the matter in dispute with the Natives in regard to the Princes Street Reserve, Dunedin, agree to the following arrangement:—

1. That £1,000 be paid to Hone Topi and £1,000 to Hori Kerei Taiaroa.
2. That the balance be disposed of in such manner, for the benefit of all interested therein, as shall be agreed upon by Hone Topi and Hori K. Taiaroa and some European gentleman to be selected by them to assist and advise in the distribution or investment of the same.

W. ROLLESTON.
DONALD McLEAN.

By Authority: GEORGE DIDSBURY, Government Printer, Wellington.—1877.

