

21. There was a shorthand report made of the interview?—You might have said so; I could not say

*Mr. Bryce* : I think I may stop the examination now I have brought it up to that point. Other members may perhaps like to ask some questions, and I shall have a further opportunity later.

*Witness* : I should like to make a further answer to one of your questions.

After some discussion,—

*Mr. Bryce* : I know The question was, was the fact that Mr. Sutton was the legal owner at all concealed during my visit with Mr. Rolleston to Napier.

*Witness* : I did not think what you said then had any reference to the legal estate of Mr. Sutton in the land; but what you said was, the thing was to be settled by each party making concessions. You did not say the land belonged to Mr. Sutton.

*Mr. Bryce* : Of course you are speaking from recollection. Will you [to the interpreter] read the resolution in view of which we were there?

*The Chairman* : The reports Mr. Bryce refers to will be produced. They are in the room.

*Sir G. Grey* : I think they had better be read, and we shall then be able to ask any questions upon them.

*The Chairman* : Mr. Rolleston, will you produce these documents?

*Hon. Mr. Rolleston* : These two documents are the reports for two separate days. They give a shorthand report of interviews between Mr. Bryce and Natives in Hawke's Bay, at the first of which I was present. This document correctly represents what took place at the first interview, at which I was present.

*The Chairman* : You can speak as to the first?

*Hon. Mr. Rolleston* : Yes; Mr. Bryce can speak as to the second.

[The clerk read the reports of two interviews between Ministers and Natives of Hawke's Bay.]

22. *Mr. Bryce* (to witness).] You have heard that report read, and have an idea as to its contents?—Yes.

23. Then I would repeat my last question, whether I did not close the meeting by saying I would endeavour to arrange with Mr. Sutton?

After some discussion,

24. *Mr. Bryce*.] As you have just heard the document read, and your recollection refreshed in the matter, would you answer that question. Have you any addition to make to the answer you gave to my last question, as to my settlement of the case being contingent on arranging with Mr. Sutton?—I am not clear, as you put this, that it would be contingent on Mr. Sutton's consent being given. What I remember you to say was this: "Now you have made your concession, have done as far as you can, I will go to see Mr. Sutton."

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WEDNESDAY, 6TH JULY, 1881.

MR. BRYCE, M.H.R., examined.

*Witness* : The difficulty in connection with this block of land is one of long standing, and of considerable notoriety I mention that because, if it were not so, I probably would have had nothing to do with the matter as Native Minister; it would have appertained properly to the department of the Minister of Lands; but, as it was connected with the Native difficulty, I took part in endeavouring to settle it. What I gather from papers, and from statements made by Maoris, is this: their contention is not impugning the grant in any way but their contention is they did not know, in fact, they were signing away this piece of land when they signed the deed for the larger piece. What has generally been known by the name of Omaranui consists of two parts, a larger and a smaller piece. I forget the acreage of the larger piece, but the smaller piece contains 163 acres, and that is the land now in question. I may say I understand this contention of the Maoris, that they did not know what they were signing, has not been uncommon on the part of Natives signing other deeds; but in this case there are circumstances connected with it that render it, at least in some degree, probable they themselves believe this contention to be a correct one. This is one of the circumstances: The larger piece of land, Omaranui proper, was under lease previous to the sale, but the smaller piece was not included in that lease.

25. *Sir G. Grey*.] Who was it leased to?—I forget the name. The lease was afterward sold to Mr. Sutton, I think.

*Mr. Tomoana* : It was leased to Mr. Braithwaite.

*Witness* : So that, other things apart, it seemed not improbable, at any rate, that they might seek to sell the larger piece without selling the smaller piece. That is one of the circumstances. I have been informed also, though I have not examined the deed for myself, that there is across the deed a line separating the two pieces—that is to say there is a line marking the boundary between the two pieces. These circumstances led me to the conclusion that it was not unlikely they might have signed this deed of conveyance to Mr. Sutton, which embraces the smaller piece, in error.

*Sir G. Grey* asked that this statement should be repeated.

*Witness* : It appeared to me not improbable they might have signed the deed, not knowing that it embraced the smaller piece, although as a matter of fact it did so. I apprehend some such reasons must have weighed with other Governments besides the one I was connected with; for I find pretty clear indications that Dr. Pollen, while Native Minister, expressed his willingness to assist in compromising the matter by a payment of money. No doubt, also, the position of the matter must have been highly unsatisfactory to Mr. Sutton. The case had been before the Supreme Court, and this very allegation, that the Natives did not know what they were signing, was made before the Supreme Court. The decision of that Court was entirely in favour of Mr. Sutton, that the right to the land was Mr. Sutton's. Mr. Sutton then applied to the Sheriff to give him possession of the land to which he was legally entitled, but the Sheriff appeared to come to the conclusion that he had not force enough at his command to enable him to carry out the order of the Supreme Court; and the Government refused, and have throughout continued to refuse, to give the Sheriff special assistance in giving Mr. Sutton