

Mr. ALEXANDER McDONALD examined.

Has nothing to add to his memorandum on Dr. Buller's statutory declaration, as printed in the Appendix to the Journal of the Council, 1881. Does not consider the petitioners to have been a subsection of any of the hapu of the Ngatiraukawa to whom Dr. Featherston reports payment of rents. Thinks some of the non-sellers of the Manawatu-Rangitikei Block may have received some share of the rents. Does not know that any of the owners of Himatangi received any share. Parakaia was one of those who authorized payment of the rents tribally. Dr. Featherston did so divide, as I thought.

*By Mr. Mantell.*] Parakaia alleged large interests outside the Himatangi Block. The letter to Mr. Richmond was after the decision of the Court, and before the distribution. Does not think his signature to the letter to Mr. Richmond limited him to Himatangi in his claims. Parakaia was not present at the distribution. Cannot say whether he received any money from the sellers of the Manawatu-Rangitikei Block. Held that the decision of Messrs. Fenton and Maning concluded as to the whole titles of that block. Does not think the payments made in accordance with the letter to Mr. Richmond were in accordance with the decision of the Court. The issues submitted to the Court were primarily on Akapita's claim, but those finally settled include the whole. Parakaia's people were parties to the whole.

*By the Chairman.*] Ngatikauwhata was always regarded as a hapu of Ngatiraukawa, but was not really a part of that tribe. Mr. Travers was retained by the whole tribe at the Land Court, and Parakaia and his people were as much bound as any others. He was present at the Court. It was the claim of Ngatiraukawa *versus* Ngatiapa which was really before the Court. Dr. Featherston went outside the letter to Mr. Richmond, and distributed the proportion of rents awarded to Ngatiraukawa among three hapus.

*By Mr. Ngatata.*] The land in Himatangi was granted to Ngatirakau, Ngatitiranga, and Ngatiteao. These hapu received no rents. Has no knowledge of any understanding that in the restoration of Himatangi back rents were not to be demanded. The block was 700 acres less than the Himatangi claimants were entitled to according to Parakaia's survey. He had the claim marked out in Maori fashion, with large posts. The 700 acres omitted from the grant were sold at Masterton for a little more than £1 per acre. I should value it at £1,500 to £2,000. The sale was not sufficiently published. At the time of the purchase of the Manawatu-Rangitikei Block a private offer of £50,000 was made. The price given by the Provincial Government was £25,000. The area was supposed to be 250,000 acres; it turned out on survey to be about 220,000. The Native Land Court awarded half of Parakaia's block, estimated at 11,000 acres; the actual block referred to by the Court measures 11,700 acres. Part of the impounded rents came from the Himatangi Block.

*By Mr. Williams.*] I think the Himatangi claimants had no claim against the rest of the Manawatu-Rangitikei Block. I believe the claims had been subdivided by arrangement. The Himatangi Block had been held by sellers as well as non-sellers. The Court thought these sellers entitled, but I did not.

The point is that Mr. McDonald there admits that the three hapus for whom I had been acting did not receive any part of the rent-money. Notwithstanding the decision in our favour, no action was taken. In 1883 a Select Committee on Native Affairs reported in favour of the whole of the accrued rents, with interest to date, being discharged in full. The report being dated the 31st August, 1883, and no action having been taken upon it by the Government, my clients again memorialized Parliament in 1884. Owing to a press of business, as I was informed, the petition was not considered by this Committee, but it was reported on again by the Native Affairs Committee of the Legislative Council, who renewed their report of the former year, and emphasized it. The amount due to the petitioners now is £1,600—viz., £500, with simple interest at the rate of 10 per cent. per annum, in accordance with Dr. Featherston's promise; they claim that amount; and that is the prayer which I am here to support by my evidence.

THURSDAY, 30TH JULY, 1885.

Dr. BULLER examined.

1. *Mr. Bryce.*] I should like to clear up a personal matter. You stated in your evidence that shortly after I entered office you were of opinion, from something you heard from me, that the whole matter had been settled. Will you now state what I did say which led you to arrive at that conclusion?—It is very difficult for me to say now what you really did say. I had several interviews with you on the subject, and I certainly understood that you were favourably disposed, and that the money would probably be paid. I remember you asking me to consult with my clients as to whether they would take 5 per cent. as simple interest. Although you made no absolute promise, you promised to meet us in a fair spirit.

2. Did I not promise to go carefully through the papers before giving a definite answer?—Yes; and I saw you after you had gone through the papers.

3. I find a memorandum from myself to the Hon. Mr. Rolleston. I am going to read the last passage, referring to placing £500 on the estimates to satisfy this claim, and I declined until the papers had been looked into, and the claim for interest abandoned. Is not that really what took place?—No; I never agreed to forego the interest.

4. Is it not correct that I said that I would first of all go carefully through the papers?—Yes, distinctly. You told me that you had come to a favourable conclusion, subject to a reference on certain points to Mr. McDonald. In fact, so satisfied was I on the question that I wrote to my clients saying that everything was all right. Then, at our next interview, you said you had received an unfavourable memorandum from Mr. McDonald, which you would not let me see.

5. Then you assert that after the interview you had with me you still were under the impression that I was favourably disposed to a settlement of the claim?—Yes, to the best of my recollection. I left you with the belief that you would do justice to the parties as far as you could.

6. There is another point in your evidence which I should like to be clear about. You read a memorandum conveying the impression that a long letter had been signed by Parakaia?—Yes, I said it was a copy.

7. Is it not a fact that the letter had been shown you from the original file?—I have no recollection of it.

8. Is that statement correct or not?—I have no recollection of seeing the original. I made inquiries for it at the time, but it could not be found in the Native Office.

9. You have no recollection of seeing it?—No.

10. Is it not a fact that these claims are arising out of the purchase of the Manawatu Block?—Yes, indirectly I suppose it is so,