

SESS. II., 1887.  
NEW ZEALAND.

# WEBSTER'S LAND CLAIMS

(MEMORANDUM ON), BY THE HON. SIR ROBERT STOUT.

*Presented to both Houses of the General Assembly by Command of His Excellency.*

MEMORANDUM ON THE CLAIMS OF WILLIAM WEBSTER, SUBJECT OF THE UNITED STATES OF AMERICA, AND ON A REPORT OF THE COMMITTEE OF FOREIGN RELATIONS OF THE SENATE OF THE UNITED STATES, DATED 26TH JANUARY, 1887.

To His Excellency the Governor,  
&c., &c., &c.

THE report on the petition of William Webster, brought up from the Committee on Foreign Relations by Mr. Morgan,\* and forwarded in the Despatch No. 13, of the 22nd March, 1887, from the Colonial Office to His Excellency the Governor, contains many erroneous statements.

It will be well to state in brief form what the facts are regarding Mr. William Webster's claim. Mr. Webster was an early visitor to New Zealand, and, as he states, traded with the Maoris.

After the proclamation of sovereignty over New Zealand Mr. Webster made a claim for land.

At that time there was in existence a Land Claims Ordinance, containing the following provisions:—

*New Zealand Land Claimants Ordinance, 4 Vict., No. 2.*

AN ORDINANCE to repeal within the said Colony of New Zealand a certain Act of the Governor and Legislative Council of New South Wales made and passed in the Fourth Year of the Reign of Her present Majesty, and adopted under an Ordinance of the Governor and Legislative Council of New Zealand for extending the Laws of New South Wales to the said Colony of New Zealand, and which said Act of the Governor and Council of New South Wales is intituled "*An Act to empower the Governor of New South Wales to appoint Commissioners with certain Powers to examine and report on Claims to Grants of Land in New Zealand,*" and also to terminate any Commission issued under the same, and to authorise the Governor of the Colony of New Zealand to appoint Commissioners with certain Powers to examine and report on Claims to Grants of Land therein, and to declare all other Titles except those allowed by the Crown null and void. [9th June, 1841.]

Preamble.

WHEREAS, by an Act of the Governor and Legislative Council of New South Wales and its dependencies, made and passed in the fourth year of the reign of Her present Majesty, intituled "*An Act to empower the Governor of New South Wales to appoint Commissioners with certain Powers to examine and report on Claims to Grants of Land in New Zealand,*" after reciting that, in various parts of the Islands of New Zealand comprehended within the limits of the territory and Government of New South Wales, tracts or portions of land were claimed to be held by various individuals by virtue of purchases or pretended purchases, gifts or pretended gifts, conveyances or pretended conveyances, or other titles, either mediately or immediately from the chiefs or other individuals of the aboriginal tribes inhabiting the same, and reciting that no such individual or individuals could acquire a legal title to or permanent interest in any such tracts or portions of land by virtue of any gift, purchase, or conveyance by or from the chiefs or other individuals of such aboriginal tribes as aforesaid; and also—

Reciting that Her Majesty had, by instructions under the hand of one of Her Majesty's Principal Secretaries of State, dated the fourteenth day of August, one thousand eight hundred and thirty-nine, declared Her Royal will and pleasure not to recognise any titles to land in New Zealand which did not proceed from or were not or should not be allowed by Her Majesty; and after stating

\* For resolutions of Senate and report see Appendix B, post page 35.

that it was expedient and proper to put beyond doubt the invalidity of all titles to land within the said Islands of New Zealand founded upon such purchases or pretended purchases, gifts or pretended gifts, conveyances or pretended conveyances, or other titles from the same uncivilised tribes or aboriginal inhabitants of New Zealand, it was therefore in and by the said now-reciting Act declared and enacted that all titles to land in New Zealand which were not or might not thereafter be allowed by Her Majesty were and should be absolutely null and void :

And the said now-reciting Act then authorises and empowers the said Governor of New South Wales to issue one or more Commission or Commissions, and thereby to appoint Commissioners, who should have full power and authority to hear, examine, and report on all claims to grants of land in New Zealand, with certain other powers and provisions in the said Act contained :

And whereas the said Governor of New South Wales, under and by virtue of the said Act, did issue his Commission, bearing date under the Seal of the said Colony of New South Wales the thirtieth day of September, in the year of our Lord one thousand eight hundred and forty, thereby appointing certain Commissioners, with power to hear, examine, and report on all claims to grants of land in New Zealand ; and the said Commissioners appointed therein did proceed to hear and examine certain of such claims, but have not as yet reported thereon, and other of the like claims have lately been referred to the said Commissioners by the said Governor of New South Wales :

And whereas since the appointment of the said Commissioners the Islands of New Zealand have been separated from the Government of New South Wales and erected into a colony by Her Majesty's Royal Charter, and it is therefore expedient and necessary that the said Act of the Governor and Legislative Council of New South Wales and its dependencies should be repealed, and the said Commission so issued by the said Governor thereof determined :

And whereas it is expedient and proper that a local ordinance for the same general purposes, intended to be provided for by the said in part recited Act of the Governor and Council of New South Wales, together with such other enactments applicable to the altered circumstances of the Colony of New Zealand, should be enacted by the Governor and Legislative Council of the same :

1. [The New South Wales Act, 4 Vict., No. 7, repealed. Commission determined.]

All titles to land in New Zealand absolutely null and void except allowed by Her Majesty. Not to affect land purchased of or held under Her Majesty.

2. And whereas it is expedient to remove certain doubts which have arisen in respect of titles of land in New Zealand : Be it therefore declared, enacted, and ordained :

That all unappropriated lands within the said Colony of New Zealand, subject, however, to the rightful and necessary occupation and use thereof by the aboriginal inhabitants of the said colony, are and remain Crown or domain lands of Her Majesty, her heirs and successors, and that the sole and absolute right of pre-emption from the said aboriginal inhabitants vests in and can only be exercised by Her said Majesty, her heirs and successors, and that all titles to land in the said Colony of New Zealand which are held or claimed by virtue of purchases or pretended purchases, gifts or pretended gifts, conveyances or pretended conveyances, leases or pretended leases, agreements, or other titles, either mediately or immediately from the chiefs or other individuals or individual of the aboriginal tribes inhabiting the said colony, and which are not or may not hereafter be allowed by Her Majesty, her heirs and successors, are, and the same shall be, absolutely null and void :

Provided and it is hereby declared that nothing in this ordinance contained is intended to or shall affect the title to any land in New Zealand already purchased from Her Majesty's Government or which is now held under Her Majesty.

Governor may appoint Commissioners to hear, examine, and report on claims to grants of land in New Zealand.

3. And whereas Her Majesty hath, in the said instructions, been pleased to declare Her Majesty's gracious intention to recognise claims to land which may have been obtained on equitable terms from the said chiefs or aboriginal inhabitants or inhabitant of the said Colony of New Zealand, and which may not be prejudicial to the present or prospective interests of such of Her Majesty's subjects who have already resorted or who may hereafter resort to and settle in the said colony :

And whereas it is expedient and necessary that, in all cases wherein lands are claimed to be held by virtue of any purchase, conveyance, lease, agreement, or any other title whatsoever from the said chiefs or tribes or any aboriginal inhabitants or inhabitant whomsoever of the said Colony of New Zealand, an inquiry be instituted into the mode in which such claims to land have been acquired, the circumstances under which such claims may be and are founded, and also to ascertain the extent and situation of the same :

Be it therefore enacted and ordained that it shall and may be lawful for the Governor of the said Colony of New Zealand, and he is hereby authorised and empowered, to issue one or more Commission or Commissions and thereby to appoint Commissioners, who shall have full power and authority under the same, to hear, examine, and report on all claims to grants of land in virtue of any of the titles aforesaid in the said Colony of New Zealand ; and each of such Commissioners shall, before proceeding to act as such, take and subscribe before a Judge of the Supreme Court of New Zealand, or before such person as the Governor or Chief Justice for the time being shall in writing appoint for that purpose, the oath set forth in the Schedule to this Act annexed marked A, which oath shall be recorded in the office of the Colonial Secretary of the said colony.

4. [All claims to grants of land in New Zealand, already made to and directed by the Governor of New South Wales to be referred to the Commissioners, directed to be referred under this Act.]

5. [Governor of New Zealand may receive and refer claims under this ordinance to Commissioners.]

Commissioners to be guided by the real justice and good conscience of the case.

6. And be it enacted and ordained that, in hearing and examining all claims to grants as aforesaid and reporting on the same, the said Commissioners shall be guided by the real justice and good conscience of the case without regard to legal forms and solemnities, and shall direct themselves by the best evidence they can procure or that is laid before them, whether the same be such evidence as the law would require in other cases or not; and that the said Commissioners shall in every case inquire into and set forth, so far as it shall be possible to ascertain the same, the price or valuable consideration, with the sterling value thereof, paid for the lands claimed to any of the said chiefs or tribes, or any aboriginal inhabitants or inhabitant of the said Colony of New Zealand, as well as the time and manner of the payment, and the circumstances under which such payment was made, without taking into consideration the price or valuable consideration which may have been given for the said lands by any subsequent purchaser or to any other person or persons save such chiefs or tribes or aboriginal inhabitants or inhabitant as aforesaid;

And shall also inquire into and set forth the number of acres which such payment would have been equivalent to, or according to the rates fixed in a Schedule marked B annexed to this ordinance;

And if the said Commissioner or any two of them shall be satisfied that the person or persons claiming such lands or any part thereof is or are entitled, according to the declaration of Her Gracious Majesty as aforesaid, to hold the said lands or any part thereof, and to have a grant or lease thereof made and delivered to such person or persons under the Great Seal of the said Colony, they the said Commissioners shall report the same and the grounds thereof to the said Governor accordingly, and shall state whether the claim or claims reported on is or are original or derivative, with the name or names of the party or parties to whom the grant or lease should issue; and shall set forth the situation, measurement, and boundaries by which the said lands or portions of land shall and may be described in every such grant or lease so far as it shall be possible to, and they conveniently can, ascertain the same:

Provided, however, that no grant of land shall be recommended by the said Commissioners which shall exceed in extent two thousand five hundred and sixty acres, unless specially authorised thereto by the Governor with the advice of the Executive Council, or which shall comprehend any headland, promontory, bay, or island that may hereafter be required for any purpose of defence, or for the site of any town or village reserve, or for any other purpose of public utility, nor of any land situate on the seashore within one hundred feet of high-water mark:

Provided also that nothing herein contained shall be held to oblige the said Governor to make and deliver any such grants as aforesaid unless His Excellency shall deem it proper so to do.

Certain lands not to be recommended by Commissioners for grants.

7. Provided nevertheless, and be it enacted and ordained, that the said Commissioners shall not propose to grant to any claimant whatsoever any land which may in the opinion of the majority of the said Commissioners, or of the majority of the Commissioners appointed to investigate the demand of such claimant, be required for the site of any town or village, or for the purposes of defence, or for any other purpose of public utility, nor shall they propose to grant to any individual any land of a similar character which they may be directed to reserve by the Governor of New Zealand; but that, in every case in which land of such description would otherwise form a portion of the land which the Commissioners would propose to grant to the claimant, they shall in lieu of such land propose to grant to him or her a compensation in such quantity of other land as they the said Commissioners or the majority of them shall deem an equivalent for every acre or part of an acre so required to be reserved either for the site of a village or township, or for the purpose of defence, or for any other purpose of public utility as aforesaid.

8. [Commissioners' meetings.]

9. [Powers of Commissioners to examine witnesses.]

10. [Person summoned not appearing, or refusing to give evidence, may be apprehended under warrant of Commissioners, and punished by fine or imprisonment.]

11. [Salaries to be paid to Commissioners.]

12. [Fees to be taken by Commissioners on account of the Government.]

Saving the right and prerogative.

13. Provided always, and be it declared and ordained, that nothing in this ordinance contained shall be deemed in any way to affect any right or prerogative of Her Majesty, her heirs or successors.

#### SCHEDULE A.—[Commissioners' Oath.]

#### SCHEDULE B.

Period when the Purchase was made.						Per Acre.					
						s.	d.			s.	d.
From 1st January, 1815, to 31st December, 1824	...	...	...	...	...	0	6	to	0	0	
" 1825	"	1829	...	...	...	0	6	"	0	8	
" 1830	"	1834	...	...	...	0	8	"	1	0	
" 1835	"	1836	...	...	...	1	0	"	2	0	
" 1837	"	1838	...	...	...	2	0	"	4	0	
" 1839	"	1839	...	...	...	4	0	"	8	0	

And fifty per cent. above these rates for persons not personally resident in New Zealand, or not having a resident agent on the spot.

Goods when given to the Natives in barter for land to be estimated at three times their selling price in Sydney at the time.

—

SCHEDULE C.—[Fees to be received by the said Commissioners.]

The above ordinance was almost a literal transcript of the Act of New South Wales, 4 Vict., No. 7, passed on the 4th August, 1840, but which became inoperative by reason of the severance of New Zealand from New South Wales in the same year. Under the last-named Act Sir George Gipps, Governor of New South Wales, appointed Colonel Godfrey and Captain M. Richmond, of H.M. 96th Regiment of Foot, to be two of the first Commissioners; on the passing of the New Zealand Ordinance, Governor Hobson renewed their appointment; and the confirmation of such appointment by the Secretary of State was published in the *New Zealand Gazette* on the 5th April, 1843.

*The First Commission.*

Commissioners Godfrey and Richmond formed what is generally called the first Commission. The one or other of them visited the locality of each claim, and took the evidence on oath of the claimant and his witnesses, and of any Natives either for or in opposition to the claimant at the place of their respective residences in different parts of the colony. The evidence was always taken down in the handwriting of the Commissioner who received it, and when signed by the witness was countersigned by the Commissioner, with the date of the day when the evidence was taken. The Commissioners afterwards met at headquarters and agreed upon a separate or joint report in each case, as the circumstances might seem to require.

Many claims which had been sent in to the Colonial Secretary, Sydney, for adjudication, and had been notified in the *New South Wales Gazette*, were subsequently decided by the Commissioners under the New Zealand Ordinance. These claims had been numbered consecutively as cases in the order of their being sent in at Sydney, and where several claims were received from the same individual they were numbered collectively as one case, the several claims therein bearing the same number with a distinguishing alphabetical letter annexed. Two hundred and eighty of these cases were gazetted in Sydney, and the same system of numbering was continued in New Zealand in respect of all subsequent cases received in New Zealand, until the total number of cases amounted to 459.

The first Commission concluded its labours by reporting on all the claims referred to it. Major Richmond, on the 8th March, 1844, was appointed Superintendent of the Southern Division of New Zealand, and Colonel Godfrey returned to England. Mr. William Spain was also a Commissioner contemporaneously with the first Commission, but, as his labours were almost exclusively limited to the investigation of claims arising out of the New Zealand Company's transactions, he is not included in the first Commission within the meaning of this document.

In the year 1844 an ordinance in amendment of the above-recited ordinance was passed, giving to a single person the powers granted to two Commissioners under the ordinance of 1841. This was called "The Land Claims Ordinance, 1844, Session III., No. 3;" and, Mr. Robert Appleyard FitzGerald being appointed, on the 25th March, 1844, sole Commissioner thereunder, he formed what is herein called the second Commission.

The reports of the Commissioners were inconclusive, as they had to be confirmed by the Governor, who also had the power of review in any case which he might think special. As a fact, Governor Fitzroy confirmed only one report of the first Commission on Webster's claims, the one in case No. 3051, all the reports being sent to the second Commission for reconsideration, with a view to making enlarged awards, as will appear hereafter.

With these remarks in explanation, the following narrative of the proceedings in relation to Webster's claims will be better understood.

The following notifications to foreigners in relation to bringing forward their claims to land for adjudication by the Commissioners had from time to time been published in the *New Zealand Gazette* :—

## NOTIFICATION TO FOREIGNERS TO BRING FORWARD THEIR CLAIMS.

[Extract from the *New Zealand Government Gazette*, Kororareka, Bay of Islands, 12th February, 1841.]

Colonial Secretary's Office, Russell, 9th February, 1841.

His Excellency the Lieutenant-Governor directs it to be notified that all persons not the subjects of Her Britannic Majesty Queen Victoria who may have purchased land from the aborigines within any of the Islands of New Zealand previous to the 30th day of January, 1840, are hereby requested to forward a copy of their claims to the Colonial Secretary's Office at Auckland on or before the 1st day of June next.

By His Excellency's command.

WILLOUGHBY SHORTLAND.

[Extract from the *New Zealand Government Gazette*, Auckland, No. 14, 20th October, 1841, Page 86.]

His Excellency the Governor has been pleased to direct it to be notified, for the information of foreigners claiming land in New Zealand by purchase from the Natives prior to the Proclamation issued by His Excellency Sir George Gipps, bearing date the 14th day of January, 1840, that by a despatch from the Right Hon. Her Majesty's Principal Secretary of State for the Colonies it is ordered that all claims, whether British or foreign, be investigated and disposed of by the Commissioners appointed for that purpose. Such foreigners therefore as have not already forwarded the particulars of their claims to this Government are required to send them to this office without delay.

These particulars should set forth the precise situation of the land claimed, its extent and boundaries, the names of the Native sellers, and the consideration paid to them, and, in case of the claims being derivative, the names of the intermediate possessors of the land and of the original purchaser, and the consideration given by him to the Natives.

By His Excellency's command.

WILLOUGHBY SHORTLAND.

The first notification received from Mr. Webster in relation to his claims was as follows:—

Mr. WEBSTER to the COLONIAL SECRETARY, New Zealand.

SIR,—

Auckland, 1st May, 1841.

I have the honour to enclose, for the information of His Excellency the Governor, a copy of a letter addressed by my solicitors, Messrs. Chambers and Holden, to the Colonial Secretary of New South Wales respecting certain lands in New Zealand alleged to have been purchased from me by the Messrs. Abercrombies and others, but which purchase has never been completed.

I have, &amp;c.,

The Colonial Secretary, &amp;c., New Zealand.

WM. WEBSTER.

*Enclosure.*

Mr. WEBSTER to the COLONIAL SECRETARY, Sydney.

SIR,—

Sydney, March, 1841.

With reference to the claims to land at New Zealand advertised in the *Government Gazette* in the notices of that date\* and sections referred to in the margin (Cases Nos. 28, 29, 29A, 29B, 29D, 30, 31, 32, 80, 83, 93), or any other claims of like nature purporting to be derived by purchase from me by any of the following persons—viz.: Wm. Abercrombie, Peter Abercrombie, Charles Abercrombie, John Mackay, J. Nagle, Munro—I have the honour to enter my respectful caveat against them on the ground that the purchase-money has never been, in fact, paid me. The deeds I receipt (signed) were completed by me on the assurance that credit for the several amounts of purchase-money should be given me in the books of Messrs. Wm. Abercrombie and Co. This engagement has never been fulfilled, and I have been compelled to commence a suit in Chancery, which is now pending in the Supreme Court, to compel them either to pay me the price or to set aside the sale. In the meantime, I respectfully request that no grant may issue upon the applications referred to.

I have, &amp;c.,

WM. WEBSTER,

By his Attorneys, D. Chambers and Holden.

Address to the care of my solicitors, D. Chambers and Holden.

Mr. WEBSTER to Mr. Commissioner RICHMOND.

SIR,—

Hauraki, New Zealand, 1st July, 1843.

I hereby withdraw my protest, dated Sydney, March, 1841, with reference to land claimed by Messrs. Abercrombies, McKay, Munro, and others, as the matter has been settled.

Yours, &amp;c.,

Major Richmond.

WM. WEBSTER.

Mr. Webster first submitted his own claims for examination by a letter to the Colonial Secretary, New Zealand, dated the 20th July, 1841, which, together with the answer returned to him, and his own reply, are hereunder next printed:—

\* No date given in the original. The *Gazettes* referred to are dated Sydney, 9th and 23rd March, 1841.

Mr. WEBSTER to the COLONIAL SECRETARY, New Zealand (bringing forward his Land Claims).

SIR,—

Coromandel Harbour, 20th July, 1841.

I have sent seven copies of titles to land and seven\* statements of purchases, which I beg you will lay before the Commissioners, for *examination only*. I have sent all my claims to land in this country before the United States Government, by the advice of the American Consul of Sydney, and I trust His Excellency Governor Hobson will not suffer any of my lands to be interfered with until the question is settled. I have been a resident in New Zealand for seven years, and have expended a large sum of money and undergone a great deal of trouble and hardships.

I am willing to come forward and prove all my purchases; but I trust that I shall be allowed time to do it, for I am very busy now with ships, and am under heavy penalties for the fulfilments of my agreement, and I find it will take a long time to get all the Natives and witnesses to my purchases of lands together, and the expense will be very great. I find myself already at a great loss, and it appears to me that I am to be put to much more, and I do not know who to look to for it. I trust, when my claims for purchases to land (in this country) are examined, that they will prove to be all well understood by them that hear them, and it was all bought before that any Government was formed here; and I further consider that all I have has been dearly earned, and I trust that, before I am dispossessed of any of it, it will be proved who has the best right to it.

Hoping that I have not made any unjust remarks,

I have, &c.,

WM. WEBSTER.

The COLONIAL SECRETARY to Mr. WEBSTER (requiring him to declare whether he claims Land as a British or Foreign Subject).

SIR,—

Colonial Secretary's Office, Auckland, 7th August, 1841.

I have had the honour to receive and lay before His Excellency the Governor your letter of the 20th ultimo, transmitting copies of titles of claims to land in New Zealand, and am instructed to acquaint you that you must distinctly state whether you claim the land as a British or American subject. If the former, your case will take the course the law prescribes; if the latter, your claims must depend upon the decision which may be arrived at by the joint consent of both Governments. The Governor further directs me to inform you that in seeking assistance from a foreign Government you must relinquish all the rights of a British subject, such as the ownership of a British vessel which you are now understood to possess; but, if the claims be lodged as a British subject, His Excellency will consent to their being laid before the Commissioners in the usual way.

I have, &c.,

Mr. William Webster, Coromandel Harbour.

WILLOUGHBY SHORTLAND.

Mr. WEBSTER to the COLONIAL SECRETARY (in reply to the foregoing).

SIR,—

Coromandel Harbour, 3rd October, 1841.

In reply to yours concerning my claims to land, I wish my claims to be laid before the Commissioners, and am willing to take my chance with all others. But I trust that they may be left until the last, for it will put me to a serious inconvenience to attend to them now.

I have, &c.,

WM. WEBSTER.

#### MEMORANDUM for the GOVERNOR.

THE information furnished regarding these claims is sufficiently full to enable them to be referred for investigation. It appears, from Mr. Webster's letter of July, that these are only a part of his claims: he mentions twenty-seven as the total number, but states that the documents referring to the other claims are mislaid.

30th October.

WILLOUGHBY SHORTLAND.

#### MINUTE by GOVERNOR.

LET Mr. Webster's claims be submitted in the usual way.  
2nd November, 1841.

W. HOBSON.

Mr. WEBSTER's Claims referred to Commissioners.

CASES Nos. 305 to 305M. William Webster, of Coromandel Harbour, Claimant. Referred to the Commissioners appointed under the Ordinance of the Governor and Council, 4 Victoria, No. 2.

Colonial Secretary's Office,

Auckland, N.Z., 18th November, 1841.

WILLOUGHBY SHORTLAND.

[Notification of Mr. Webster's claims being referred to the Commissioners published in the *New Zealand Gazette* No. 19, 24th November, 1841, pages 123, 124.]

From the foregoing correspondence no other inference can be drawn but that Mr. Webster intended to have his claims heard as those of a British subject; and,

*Firstly*, That the Governor so interpreted his intention is apparent from the minute of the 2nd November, 1841, where, in directing Mr.

\* Numbered by the Commissioners as Cases Nos, 305 to 305F.

Webster's claims to be submitted *in the usual way*, he adopts the course and uses the identical language which the Colonial Secretary, in his letter of the 7th August, informs Mr. Webster would be adopted if he advanced his claims as a British subject :

*Secondly*, Mr. Webster, in his reply of the 3rd October, where he expresses his wish that his claims should be laid before the Commissioners, requests that very course to be adopted which the Colonial Secretary informed him would be adopted if he advanced his claims as a British subject :

*Thirdly*, Mr. Webster appeared before the Commissioners' Court, and gave his evidence on oath in respect of each claim, without protest, after his claims had been notified in the usual way, and never asserted any exceptional claim as an American citizen; and also he accepted the awards in each claim, and the Crown grants issued in virtue of the said awards :

*Fourthly*, Mr. Webster did not relinquish the rights of a British subject, such as the ownership of a British vessel which he possessed, and which in the aforesaid letter of the Colonial Secretary he was informed he would be required to do if he advanced his claims as a foreigner.

It is to be especially noted here that, although Mr. Webster's letter of the 20th July, 1841, to the Colonial Secretary, wherein he advances his claims as an American citizen, has been submitted to the Senate of the United States, and is referred to in the report of the Committee of the Senate (*post*, p. 41), yet no evidence appears of Mr. Webster having submitted to the Senate either the Colonial Secretary's letter of the 7th August or his own reply thereto of the 3rd October, 1841. From this surprising omission I cannot but conclude that it was an act of wilful disingenuousness on Mr. Webster's part, done for the purpose of suppressing all evidence which might be adduced to prove that he advanced his claims before the Land Claims Commissioners as a British subject, and not as an American citizen.

The proceedings of the first Commission in relation to each of Mr. Webster's claims, and the several awards made therein, were as follow :—

Case No. 305.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(250) Two hundred and fifty acres, more or less, situated at Coromandel Harbour. Bounded on the South-west by the outlet at the head of Coromandel Harbour, and extending along the beach to the North-east to a marked tree.

Alleged to have been purchased from the Native chief Tawaroa and others in 1837.

Consideration given to the Natives: Merchandise to the value of £208.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305, they are of opinion that William Webster made a *bonâ fide* purchase from the Native chiefs Arakuri, Tawarou, and others on the 4th June, 1837, of a tract of land called Makariri, thus described: situated on the north side of Coromandel Harbour. Commencing at a small passage called Wenuakura, running along to a marked tree by a fresh-water creek a little to the eastward of the beach called Tehauha, and thence across the neck in a northerly course to the low-water mark: including the whole of the neck to the marked tree. The supposed contents, 250 acres. The payment made to the Natives for this land appears to have been on the 4th June, 1837: Cash, nil; goods, £114 12s. Sydney prices  $\times 3 =$  £343 16s. A deed of sale was executed by the above-named chiefs and others, and Arakuri has admitted the payment they received, and the alienation of the land. The execution of the deed and payment have been proved by Henry Downing. The Commissioners therefore respectfully recommend that a grant for the above-described land should be issued to William Webster, his heirs and assigns, for ever, excepting 100 feet from high-water mark. The claimant states in evidence that he has sold and transferred one-half of the land described in this case to Henry Downing, and requests that a grant from the Crown may be issued to him for the quantity; but, William Webster having been awarded the maximum grant of 2,560 acres, none can be recommended to Henry Downing.

The land claimed by J. C. Conway in Case 266A being likewise a portion of this claim, no grant can be recommended to him.

Dated at Wellington, this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

*Evidence.*

Hauraki, Thames, 1st July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court called Makariri, situated on the north side of Coromandel Harbour, containing about 250 acres, and bounded as follows: Commencing at a small passage called Wenuakura, running along to a marked tree by a fresh-water creek a little to the eastward of the beach called Tehauha, and thence across a neck in a northerly course to the low-water mark, including the whole of the neck to the marked tree. I purchased this land on the 4th of June, 1837, from the Native chiefs Arakuri, Tawaroa, and others for the goods specified on the back of the deed, which I gave at the time the deed was signed. I have expended in buildings and improvements on this property about £200, and I have had possession and resided on it occasionally for the last six years. I have sold and transferred one-half of this land to Henry Downing, who claims through me. This claim has never been disputed by either European or Native since I made the purchase.

Sworn before me this 1st day of July, 1843.—M. RICHMOND.

WM. WEBSTER.

William Webster, being re-examined and duly sworn, states: I wish to alter my evidence given on the 1st July, and to have the land that may be awarded in this case made out in my name and that of Henry Downing, to be divided in equal shares, instead of Mr. Downing deriving through me.

WM. WEBSTER.

Taken in Court before me this 4th day of July, 1843.—M. RICHMOND.

William Webster, of Coromandel Harbour, being duly sworn, resumes his evidence and states: The land described in Case No. 266A, J. C. Conway, forms a part of the land in this claim, but I do not recollect making any transfer of it to him. I received no payment from him, and I do not acknowledge his claim. I recollect giving Mr. Conway permission to build a house on the land, but certainly did not intend to convey it to him, or that he should sell or make a claim for it.

WM. WEBSTER.

Sworn before me this 5th day of July, 1843.—M. RICHMOND.

Case No. 305A.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(600) Six hundred acres, more or less, being part of the island which forms Coromandel Harbour. Bounded on the North-east by the outlet at the head of the harbour, and on the South-west by a large rock on a beach called Tawiti.

Alleged to have been purchased from the Native chiefs Tawaroa, Arakuri, and others, in 1836.

Consideration given to the Natives: Merchandise and cash to the value of £260.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305A, they are of opinion that William McLeod made a *bonâ fide* purchase from the Native chiefs Arakuri, Tawaroa, and others, on the 8th of December, 1836, of a tract of land thus described: Half of the island called Wanganui, which forms Coromandel Harbour. Commencing at a rock called Te Pirau, on the beach called Tawiti, and running from the said rock north-west by west to the opposite shore, and in continuation to the north-east point. The supposed contents, 250 acres. The payment made to the Natives for this half of the island appears to have been on the 8th December, 1836: Cash, nil; goods, £94 14s. 6d. Sydney prices  $\times 3 =$  £284 3s. 6d. A deed of sale was executed; and the execution of the deed and payment have been proved by Henry Downing. The Commissioners therefore respectfully recommend that a grant for the above-described land should be issued to William Webster, his heirs and assigns, for ever, excepting 100 feet from high-water mark. The claimant states in evidence that he has sold one-half of the land described in this case; but, the maximum grant of 2,560 acres having been awarded to William Webster, no grant can be recommended in favour of Peter Abercrombie, the purchaser. This island was divided between William McLeod and William Webster, when their partnership was dissolved in 1837.

Dated at Wellington, this 18th December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

Evidence.

Hauraki, Thames, 1st July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court, being one-half of the island which forms Coromandel Harbour, called Wanganui, containing about 250 acres, my half, the whole island being about 500 or 600 acres. I purchased this island and paid for it conjointly with William McLeod, on the 8th December, 1836, from the Native chiefs Arakuri, Tawaroa, and others, for the goods specified in the deed, which includes the payment for the whole island. William McLeod and myself took separate deeds for our portions of the island. My boundaries commence at a rock called Te Pirau on the beach called Tawiti and running from the said rock north-west by west to the opposite shore, and in continuation to the north-east point. These boundaries do not interfere with those given in Mr. Walsh's evidence in Case 236. The payment was given at different periods; the latest was in the year 1838. There has been an expense of about £1,000, laid out in buildings and improvements on this property. I have sold and transferred half of my share of this island to Mr. Peter Abercrombie, and given him a deed of transfer. I wish the grant for this land to be made out conjointly in my name and that of Mr. Peter Abercrombie. The rest of the Natives who signed the deed and sold the island I cannot produce to the Court to give evidence, as they are gone to the South; but Arakuri was the principal seller, and chief of the party.

WM. WEBSTER.

Sworn before me this 1st day of July, 1843.—M. RICHMOND.

Case No. 305B.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(1,500) Fifteen hundred acres, more or less, situated on the River Thames. Bounded on the South by a marked tree, and on the North by a tree.

Alleged to have been purchased from the Native chiefs Patupo, Wakare Iru, and others, in 1839.

Consideration given to the Natives: Merchandise to the value of £90.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of his Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305B, they are of opinion that William Webster made a *bonâ fide* purchase from the Native chiefs Te Ngarara, Taharoku, and others, on the 23rd November, 1839, of a tract of land called Mangemangeroa, situated on the River Thames. The supposed contents, 1,500 acres. The payment made to the Natives for this land appears to have been on the 23rd November, 1839: Cash, nil; goods, £71 18s. 6d. Sydney prices  $\times 3 =$  £215 15s. 6d. A deed of sale was executed by the above-named chiefs and others, and the execution of the deed and payment have been proved by Lachlan A. McCaskill. The Commissioners therefore respectfully recommend that a grant for 550 acres of the above-described land be issued to William Webster, his heirs and assigns, for ever. William Webster states in evidence that he has sold and transferred the land described in this case to David E. Munro, who has claimed for it in No. 175; but, the maximum grant of 2,560 acres having been awarded to William Webster, no grant can be recommended in favour of D. E. Munro.

Dated at Wellington, this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

Evidence.

Hauraki, Thames, 3rd July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court, situated on the River Thames, called Mangemangeroa, containing about 1,500 acres, and bounded as follows: On the east by the River Thames, running from a place called Mangemangeroa, to a place called Otungao, from thence to a small hill called Turua, from thence to a mount called Hineraupara, from thence to Mangemangeroa. I purchased this land on the 23rd November, 1839, from the Native chiefs Te Ngarara, Taharoku, and others, for the payment specified in the deed, which was given at the time I purchased the land. I have had



timber cut off this land, but neither myself nor an agent have resided on it. I have sold and transferred this land to David E. Munro, who has claimed for it in Case No. 175; but I have no authority to act as his agent, or make his claim for him. I am not aware that this claim has ever been disputed by either Europeans or Natives since I made the purchase.

WM. WEBSTER.

Sworn before me this 3rd day of July, 1843.—M. RICHMOND.

Case No. 305C.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(2,500) Two thousand five hundred acres, more or less, situated at the head of Coromandel Harbour, known by the name of Taupiri.

Alleged to have been purchased from the Native chiefs Tawaroa, Arakuri, and others, in 1837.

Consideration given to the Natives: Merchandise to the value of £203.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305c, they are of opinion that William Webster made a *bona fide* purchase from the Native chiefs Arakuri, Haurangi, and Tauawaroa, on the 30th January, 1837, of a tract of land called Taupiri, situate at the head of Coromandel Harbour. The supposed contents, 800 acres. The payment made to the Natives for this land appears to have been on the 30th of January, 1837: Cash, nil; goods, £89 10s. Sydney prices  $\times 3 =$  £268 10s. A deed of sale was executed by the above-named chiefs, and the execution of the deed and payment have been proved by Henry Downing. The Commissioners therefore respectfully recommend that a grant for the above-described land be issued to William Webster, his heirs and assigns, for ever, excepting 100 feet from high-water mark. William Webster states in evidence that he has sold and transferred one-half of the land described in this case to Henry Downing; but, the maximum grant of 2,560 acres having been awarded to William Webster, no grant can be recommended in favour of H. Downing.

Dated at Wellington, this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

*Evidence.*

Hauraki, Thames, 3rd July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court. It is situated at the head of Coromandel Harbour, called Taupiri, containing about 800 acres, and is bounded as follows: In front by the east end of Coromandel Harbour, commencing at the foot of the hill and running a quarter of a mile to the eastward of the road or path called Muko, and extending a quarter of a mile to the westward of the said road, forming half a mile frontage and running from the east corner front boundary north-east to the summit of a high range of mountains, and from the west corner north-north-west to the same range of mountains, the ridge of which mountains forms the back boundary. I purchased this land on the 30th of January, 1837, from the Native chiefs Arakuri, Haurangi, and Tauawaroa, for part of the payment specified in the deed, and a small vessel which I gave for the remaining part. I commenced building the vessel for them in the year 1839; but it was not completed or given to them till 1841. I do not know the exact quantity of goods given at the time the deed was signed; but I think it was about one-third of those stated. About £150 has been expended on this land, and I have people residing on it for about six years. I have sold and transferred one-half of this land to Henry Downing, who claims through me as original purchaser. This claim has never been disputed by either Europeans or Natives since I made the purchase.

WM. WEBSTER.

Sworn before me this 3rd day of July, 1843.—M. RICHMOND.

Cases Nos. 305D, 305E, 305F, and 305L.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

305D.—(1,000) One thousand acres, more or less, situated on the east side of Coromandel Harbour, known by the name of Waiau, commencing at a creek called Hokoe-awaka, running one mile to the south, about five miles to the east, and across the creek one mile to the north, and following the creek down about five miles to another small creek called Matawi.

Alleged to have been purchased from the Native chiefs Taniwa, Kitahi, Tokia, Pokaia, and others, in 1836.

Consideration given to the Natives: Merchandise to the amount of £450.

Nature of conveyance: Deed in favour of claimant.

305E.—An island called Aotea (Great Barrier), bearing north-east from Cape Colville about twenty miles.

Alleged to have been purchased from three hundred of the principal chiefs of the Thames, in 1838.

Consideration given to the Natives: Cash and merchandise to the value of £1,200.

Nature of conveyance: Deed in favour of claimant.

305F.—A small island on the left of the entrance to Coromandel Harbour, known by the name of Motutaupere.

Alleged to have purchased from the Native chiefs Tawaroa, Arakuri, and others, in 1836.

Consideration given to the Natives: Cash and merchandise to the value of £80.

Nature of conveyance: Deed in favour of claimant.

305L.—(3,000) Three thousand acres, more or less, situated on the north side of the River Waihou. Commencing at a place called Wanaki, and running along the northern bank to a place called Waitowowo, from thence to a tree on the north-eastern side of the wood, and from thence in a northerly direction to another tree on the outskirts of the wood, and from thence to Wanaka.

Alleged to have been purchased from the Native chief Tapunu and others, on the 24th November, 1839.

Consideration given to the Natives: Cash and merchandise to the value of £90.

Nature of conveyance: Deed in favour of claimant.

## REPORT ON THE ABOVE FOUR CASES.

These claims being withdrawn by the claimant, no grant is recommended.  
Coromandel Harbour, 17th June, 1844.

EDWARD L. GODFREY, Commissioner.

*Evidence.*

William Webster, the claimant, states: I withdraw the above claims.  
Coromandel Harbour, 23rd May, 1844.

WM. WEBSTER.

No. 305E being identical with No. 32.—E. L. GODFREY.  
Taken in Court, 23rd May, 1844.—E. L. GODFREY.

## Case No. 305G.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

A portion of land (extent not stated). Bounded on the North-west by Point Rodney, on the South-east by Point Tawharanui, running from each point westerly to a mount called Pukemore; on the East by the sea: being about eight miles frontage, and running back eight miles.

Alleged to have been purchased from the Native chiefs Kaukoti, Kupenga, Tanaroa, and others; date of purchase not stated.

Consideration given to the Natives: Merchandise to the value of £490.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305G, they are of opinion that William Webster made a *bona fide* purchase from the Native chiefs Ngauranga, Poroto, and others in the year 1839 of a tract of land situated at Point Rodney. The supposed contents, 10,000 acres. The payment made to the Natives for this land appears to have been in January, 1839: Cash, nil; goods, £140 8s. Sydney prices  $\times 3 =$  £421 4s. A deed of sale was executed by the above-named chiefs and others, and they have admitted the payment they received and the alienation of the land. The execution of the deed and the above payment have been proved by Lachlan A. McCaskill. The Commissioners therefore respectfully recommend that a grant for 1,944 acres of the above-described land should be issued to William Webster, his heirs and assigns, for ever, excepting 100 feet from high-water mark.

Dated at Wellington, this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

*Evidence.*

Hauraki, Thames, 1st July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court. It is situate at Point Rodney, and contains about 10,000 acres. It is bounded as follows: On the North-west by Point Rodney, on the South-east by Point Tawharanui, running from each point westerly to a mount called Pukemore; and on the East by the sea. I purchased this land in the latter end of 1838 or beginning of 1839, from the Native chiefs Ngauranga, Poroto, and others, for the payment specified in the deed, with the exception of the blankets and muskets, which have not been given. The payment was made at different times; the latest, I am certain, was in the year 1839. I have expended about £200 in buildings and improvements on this property, and have had an agent residing upon it for three years. This purchase has not been disputed since I made it by either European or Native, but some Natives from the Bay of Islands made a claim in the year 1839, which I satisfied.

Sworn before me, this 1st day of July, 1843.—M. RICHMOND.

WM. WEBSTER.

## Case No. 305H.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(3,000) Three thousand acres, more or less, situated near the River Tairua, Bay of Plenty, commencing one quarter of a mile to the northward of a creek called Punaruku, and running along the beach one-quarter of a mile to the southward of another creek called Tekaro, and running south-west from each corner boundary to the summit of a hill called Pourewa.

Alleged to have been purchased from the Native chiefs Ko Hokianga, Ko Pehi, Nghaware, Tengahahu, on the 23rd November, 1839.

Consideration given to the Natives: Merchandise to the value of £450.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioner has the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305H, he is of opinion that a tract of land thus described, near the River Tairua, in the Bay of Plenty—Commencing a quarter of a mile north of Creek Punaruku, and running along the beach a quarter of a mile to the southward of Creek Tekaro, and south-west from each boundary to a hill called Te Pourewa—was not purchased from the rightful owners. Therefore no grant is recommended.

Auckland, 29th August, 1844.

EDWARD L. GODFREY, Commissioner.

Memorandum.—Although the amount of payment to the Natives is stated in Deed No. 1 to be £450, the Natives examined only admit to the value of £163 3s.; and, as the claimant has already received grants exceeding the maximum, no compensation for this admitted outlay, in land elsewhere, has been awarded.

*Evidence.*

WILLIAM WEBSTER, Claimant.

Hauraki, 6th July, 1843.

James Preece, of Hauraki, being duly sworn, states: That is my signature as witness to the deed before the Court. I saw both the Native chiefs sign; it was read and explained to them before they affixed their marks; they appeared to understand it and were satisfied. I saw all the payment specified on the back of the deed given to them at the time they signed, with the exception of the four last items—viz., two double-barrelled guns, £20 cash, 180 flasks of fine powder, and four double-barrelled guns. The payment I saw made was on the date of the deed—23rd November, 1839. I do not know the land sufficiently well as to state if the boundaries are correctly described in the deed.

Sworn before me this 6th day of July, 1843.—M. RICHMOND.

JAMES PREECE.

Coromandel Harbour, 23rd May, 1844.\*

William Webster, being duly sworn, states: I claim a piece of land situate in the Bay of Plenty, near the River Tairua, commencing one quarter of a mile north of a creek called Punaruku, and running along the beach one quarter of a mile to the southward of a creek called Tekaro, and running south-west from each boundary to a hill called Te Pourewa. The supposed contents, 2,000 acres. I purchased it on the 23rd November, 1839, from the Native chief Hokianga and others, and paid them £20 cash, and the goods stated in the copy of the deed of sale which I now exhibit and deposit with the Court. The original deed has been mislaid, but I declare that the copy I deposit is a true copy. My possession of this tract has never been contested by either Natives or Europeans. I have cut timber off this land for several years.

Taken in Court, 23rd May, 1844.—E. L. GODFREY.

WM. WEBSTER.

\* Major Richmond being sent to Wellington, the investigation of this case was concluded by Colonel Godfrey.

William Webster, being re-examined, states: I deliver in a list of the articles given to the Natives in payment for this land, and admitted to have been received by them, as there are some errors in the list on the back of the deed.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

WM. WEBSTER.

Nghaware, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: I am the son of Hokianga, and am deputed by him to give evidence about the sale of a piece of land by him to Mr. Webster some years ago. The land sold is at the Bay of Plenty, near the River Tairua, as described in the deed now read to me; and the payment received for it by Hokianga, Pehi, myself, and others, was the articles stated in the list I have just been shown. We had a right to sell this land, and we have never sold it to any other person.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

HENRY T. CLARKE, Interpreter.

Pohuhu, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: I am the son of Pehi, and am sent by him to give evidence regarding the sale by him and others of a piece of land to Mr. Webster some years ago, at the Bay of Plenty, near the river Tairua, as described in the deed now shown to me. The payment made for it is what is stated in the list now read to me. We had a right to sell this land, and have never sold it to any other person. Hokianga and Pehi are invited to a feast, which prevents their coming to give evidence about this purchase.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

HENRY T. CLARKE, Interpreter.

#### OPPOSITION.

Tauranga, 29th July, 1844.

Tupaia, a Native chief not understanding the nature of an oath, but declaring to tell the truth, states: I and my party have a right in these lands, and we never sold them to Europeans. Neither Pehi nor Hokianga sent any message to us respecting the sale of land to Mr. Webster; but we heard of it from him, and we informed him that we had a claim. Pehi and Hokianga only claim through the same ancestors that we do—namely, Wakaruku. They had no fixed residence at Tairua, but, like ourselves, went there to fish. When we went for that purpose about two and a half years ago, a short time before the death of Whanake, we met Pehi and Hokianga. They then told us that they had sold the harbour of Tairua and the site of an old pa called Paku to Europeans, and proposed to give up to us the parts of the neighbourhood unsold; but we did not consent. When Captain Wood came in the "Tortoise," Pehi and Hokianga came to Tauranga to ask me and my party to go with them to drag out spars from this land for Captain Wood, in order that both parties might obtain a payment. We consented that some of our party who lived at Tuhua (Mayor Island) should go.

Taken in Court, 29th July, 1844.—E. L. GODFREY.

Tumitai and Tangimoana, Native chiefs, not understanding the nature of an oath, but declaring to tell the truth, give the same evidence in every respect as the above of Tupaia.

E. SHORTLAND, P.A., Interpreter.

Taken in Court, 29th July, 1844.—E. L. GODFREY.

List of articles on back of deed of sale of land at Tairua: 4 half-barrels gunpowder, £20; 6 quarter-barrels gunpowder, £15; 40 spades, £15; 50 gown patterns, £30; 1 tierce tobacco (500lb.), £80; 1lb. thread, 8s.; 12 adzes, £4; 20 tomahawks, £4; 24 axes, £6; 12 hoes, £3; 60 shirts, £12; 24 pairs drawers, £5; 40 cartridge-boxes and belts, £20; 12 pairs duck trousers, £3 12s.; 40 blankets, £40; 24 shawls, £24; 24 comforters, £8; 6 muskets, £12; 1 chest, £2; 1 chest, £2; 100 pipes, 10s.; 2 coats, £6; 4 superior double guns, £48; cash, £20; 8 casks canister powder, £24; 10 caps, £5; 40 large iron pots, £20; 20 superior tomahawks, £5; 20 English axes, £6; 10 large blankets, £10: total, £450 10s.

Amended list of articles proved to have been delivered: 6 muskets, 2 boxes, 200 pipes, 2 casks, 4 double guns, 100 cans powder, 20 iron pots, 10 caps, 20 tomahawks, 20 axes, 20 blankets, 10 casks powder, 20 spades, 40 gown pieces, 1 cask tobacco, 1 pound thread, 12 adzes, 12 drawers, 40 cartouche-boxes, 20 shawls, 20 comforters, £20 money.

WM. WEBSTER.

#### Case No. 305I.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(3,000) Three thousand acres, more or less, situated on an island called Waiheke. Bounded on the South by a creek called Nikiairanga; on the West by the sea; on the North by the north point; and on the East by the sea.

Alleged to have been purchased from the Native chiefs Ruinga, Pounoto, Honepa, and others, on the 8th May, 1838.

Consideration given to the Natives: Merchandise to the value of £108 1s.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305I, they are of opinion that in 1836 and 1838 William Webster made a *bonâ fide* purchase from the Native chiefs Ruinga and Kahukote and others of a tract of land in the Island of Waiheke. The supposed contents, 3,000 acres. The payment made to the Natives for this land appears to have been in May, 1838: Cash, £15; goods, £62 12s. Sydney prices  $\times 3 =$  £187 16s.: total, £202 16s. A deed of sale was executed by the above-named chiefs and others, and they have admitted the payment they have received, and the alienation of the land. The Commissioners therefore respectfully recommend that a grant for 1,187 acres of the above-described land should be issued to William Webster, his heirs and assigns, for ever, excepting 100ft. from high-water mark.

Auckland, 1st July, 1843.

EDWARD L. GODFREY, }  
M. RICHMOND, } Commissioners.

#### Evidence.

William Webster, being duly sworn, states: I claim a piece of land at Waiheke, in the Firth of the Thames. I purchased it in the years 1836 and 1838 from the Native chiefs Ruinga, Kahukoti, and others, and paid them for it with cash and goods stated in the deed. My possession of this land has never been disputed by the Natives. Mr. Thomas Maxwell claimed a portion of it, but it was never decided. I have never sold any part of this land. The contents are about 3,000 acres.

Taken in Court, 19th June, 1843.—E. L. GODFREY.

WM. WEBSTER.

Report confirmed by the Governor, 5th July, 1843.—W.S.

#### Case No. 305J.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(6,000) Six thousand acres, more or less, being an island called Ahuahu (Big Mercury Island), bearing south-east of Cape Colville, about twenty miles distant.

Alleged to have been purchased from the Native chiefs Kaweno, Ko Pariera, and others, on the 20th May, 1839.

Consideration given to the Natives: Merchandise to the value of £944.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioner has the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305J, he is of opinion that on the 20th May, 1839, the claimant made a *bonâ fide* purchase from the Native chiefs Mathew and others of a tract of land thus described: A small piece of the south end of the Island of Ahuahu (Big Mercury Island), bounded by a straight line from Momona to Waihi; and another small piece on the north-east coast of the said island, being from Poutiki to Taiwhatiti, from

thence straight across to Takaiakatea, and from the latter place straight across to Poutiki: excepting any portion of land in the above limits belonging to the Native Kahe, the supposed contents unknown. Although the amount stated in the Deed No. 1 is £948, the payment made to the Natives for this land appears to have been only—Cash, £60; goods, £218: total, £278. A deed of sale was executed by the above-named chiefs and others, and they have admitted the above payment of £278 received, and the alienation of the part of the island as above described. The claimant having already received the maximum grant, no grant is recommended.

Auckland, 29th August, 1844.

EDWARD L. GODFREY, Commissioner.

*Evidence.*

WILLIAM WEBSTER, Claimant.—Coromandel Harbour, 23rd May, 1844.

William Webster, being duly sworn, states: I claim the island called Ahuahu or Big Mercury Island, bearing north-east of Cape Colville about twenty miles. I purchased it from the chief Kawena and others on the 20th May, 1839, and paid them about two-thirds of the goods stated in the deed and £60 in cash. For the rest of the articles they hold promissory notes from me. I exhibit the original deed of sale, and deposit a copy of it with the Court. I have kept a station and stock upon this island ever since I purchased it, and have never been molested in my possession. I deliver a list of the articles given to the Natives in payment, and which they will acknowledge to have received, the enumeration of articles in the deed being in some measure incorrect.

WM. WEBSTER.

Taken in Court, 23rd May, 1844.—E. L. GODFREY.

Henry Downing, of Coromandel Harbour, being duly sworn states: That is my signature as witness to the deed now shown to me. I saw the Natives attach their marks to the deed after it had been explained to them, and I witnessed a very large payment of goods and cash delivered to them by Mr. Webster; but I cannot recollect the exact amount. The payment was principally made in May, 1839, when the deed was signed. Some articles were given to them afterward.

HENRY DOWNING.

Taken in Court, 23rd May, 1844.—E. L. GODFREY.

Tokona, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: I was one of the chiefs who sold the north-east end of Ahuahu to Mr. Webster, and I agree to let it go to him. I only received one shirt as payment. I let go Piripi's share also, but without his permission—he has still a right to it. The part I sold is Parangatata.

HENRY T. CLARKE, Interpreter.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

Whaingatu, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: Some years ago I and my party sold to Mr. Webster the portion of Ahuahu which belonged to us, and we received the payment stated in the list now read to us. The land we sold belonged to us, and did not interfere with the land belonging to Kawharo and his party, which they have correctly described. Their land we did not sell.

HENRY T. CLARKE, Interpreter.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

Horeta, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: I am the brother of Whanui, who is dead. I know that he sold the portion of Ahuahu which he possessed to Mr. Webster, and that he received payment for it. He had a right to sell that part of the island. Huruhi, Tatamewhara, Oparia, and Tokokahia belonged to Whanui and Pehi; Waitapu belonged to Tararoa and others; Waioha belongs to Kahe.

HENRY T. CLARKE, Interpreter.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

OPPOSITION.—Coromandel Harbour, 15th June, 1843.\*

The Native chiefs Piripi, Kawharo, and Kahe (not understanding the nature of an oath) declare they will tell the truth, and state: We on behalf of ourselves and our party oppose the sale of the Big Mercury Island, with the exception of a small piece at the south end which was sold by the chief Mathew, the boundaries of which are Momona, running in a direct line to Waihi, on the opposite side of the island: this piece we do not dispute, as Mathew had a right to sell it. We knew of the sale of the island to Mr. Webster, and received at the same time a deposit of about 40lb. of tobacco and £5 in money. We agreed to sell our part of the island, and, when this deposit was given us, Mr. Webster promised to pay us afterwards for the land, but he has never done so. No exact payment was specified. We have often spoken to Mr. Webster about it, but he said he had nothing to pay us with till his ship arrived with goods.

*Answers to Questions from the Court.*] We pressed him for payment till the Governor came to New Zealand, when we gave over asking him. Mathew had only a right to the part he sold, and had no claim to our portion. The land belonged to us by descent for many generations. We signed a deed when we received the deposit; the reason we signed it was that Mr. Webster told us we should have more payment when he got it. We expected a great payment, as it is a large piece of land. We told Mr. Webster we expected a large payment. The deed we signed was not explained to us; the names of the persons who sold the island only were read to us. We did not know what we signed, and we now decidedly object to let our portion of the land go to Mr. Webster. By "the names of the persons who sold the island" we mean that Mathew's, ours, and those of our party who signed the deed when we received the deposit, were read to us.

HENRY T. CLARKE, Interpreter.

Taken in Court before me, this 15th day of June, 1843.—M. RICHMOND.

The chief Mathew, not understanding the nature of an oath, declares he will tell the truth, and states: I sold a piece of the Big Mercury Island to Mr. Webster; it is situated at the south end. The boundaries are Momona, running in a direct line to Waihi, on the opposite side of the island. I received for this piece 2 casks of powder, 10 blankets, 12 cartouche-boxes, 12 spades, 12 handkerchiefs, 6 shirts, 3 gowns, 40lb. of tobacco, and £1 8s. in money. I was satisfied with this payment, and agreed to let the land go to Mr. Webster for it. I sold no more than the land above described. I sold none that belonged to Piripi, Kawharo, Kahe, and their party. There was another piece (not very large) that I agreed to sell also to Mr. Webster; he promised to give me three double-barrelled guns, some jackets, and other things for it, which he has never done, and therefore I do not consent to let him have this part.

HENRY T. CLARKE, Interpreter.

Taken in Court before me, this 15th day of June, 1843.—M. RICHMOND.

Coromandel Harbour, 29th May, 1844.

Kawharo, Iona Ponaka, Karuhiruhi, Rawiri, Raha (chiefs), and Teti (a chieftainess), not understanding the nature of an oath, but declaring to tell the truth, state that the evidence formerly given (as above) by Piripi and Kawharo is correct; that they all oppose and deny the sale of the Island of Ahuahu (Big Mercury) to Mr. Webster; that they only received an earnest of the payment, and have never been paid since; that Mathew had only a right to sell from Momona to Waihi, the south end of the island, which they know he sold to Mr. Webster. The rest of the island belongs to us and our party, and we have not parted with any of it to Mr. Webster.

HENRY T. CLARKE, Interpreter.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

The evidence of the above chiefs resumed: The boundaries of our land which we have not sold are from Tokokahukahu, along the south-west coast, to Huruhi; thence across the island to Poutoka, on the north-east coast; then along the coast to Waihi; then across the island from Waihi to Momona. The part to the south belongs to Mathew, and that to the northward of our land to Pehe and Waingata and their party.

Taken in Court, 29th May, 1844.—E. L. GODFREY.

HENRY T. CLARKE, Interpreter.

Rawiri and Teti re-examined, and state that, in consideration of the deposit received by their party, although trifling, they consent to give Mr. Webster the land from Poutiki to Taiwhatiti, and thence across to Takaiakatea, and thence to Poutiki. Kawharo has consented to this, and he will point out the boundaries of the land we give up.

Taken in Court, 1st June, 1844.—E. L. GODFREY.

HENRY T. CLARKE, Interpreter.

\* Major Richmond being sent to Wellington, the investigation of this case was concluded by Colonel Godfrey.

List of articles enumerated on back of deed of sale of Ahuahū (Big Mercury) given as payment: Half-ton powder, £100; 200 blankets, £200; 8 doz. shirts, £16; 80 spades, £32; 80 hoes, £20; half-ton tobacco, £200; 85 tomahawks, £13; 20 gross superior pipes, £12; cash, £60; 40 pairs drawers, £12; 20 pieces prints, £30; 15 superior double guns, £165; 30 blue caps, £15; 10 cloaks, £35; 17 muskets, £34: total, £944.

Amended list of articles proved to have been delivered: 10 kegs powder (500lb.), 60 blankets, 8 doz. shirts, 40 spades, 40 hoes, 2 kegs tobacco (500lb.), 20 tomahawks, £60 sterling, 20 pairs drawers, 20 pieces print, 4 double guns (superior), 5 cloaks (superior), 20 blue caps, 20 muskets.

Received in Court, 23rd May, 1844.—E. L. GODFREY.

WM. WEBSTER.

Case No. 305K.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(80,000) Eighty thousand acres, more or less, commencing at the mouth of a creek called Orua, on the left bank of the River Piako, from the mouth of the said creek running west to the summit of a hill called Maungakawa, and then south by west to the summit of a hill called Tukenui, and then south by west to another hill called Pukemoki, and then south by west along the division-line of the peak and Waikato land to a point due west from the western extremity of a low ridge of hills called Panahuau; then due east to the River Piako, and then following the Piako downwards to the mouth of the said creek Orua, at the commencement.

Alleged to have been purchased from the Native chiefs Wane Kawa, Te Hoehoe, Te Wane-ponga, Te Weono, and others, on the 31st December, 1839.

Consideration given to the Natives: Cash and merchandise to the value of £1,195.

Nature of conveyance: Deed in favour of the claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305K, they are of opinion that William Webster made a *bond fide* purchase from the Native chiefs Koenaki, Ware Ponga, and others, on the 31st December, 1839, of a tract of land situated on the west bank of the River Piako. The supposed contents, 80,000 acres. The payment made to the Natives for this land appears to have been on the 31st December, 1839: Cash, £35; goods, £563 16s. Sydney prices  $\times 3$ , £1,691 8s.: total, £1,726 8s. A deed of sale was executed by the above-named chiefs and others. The execution of the deed and payment have been proved by Henry Downing. William Webster deposes to the resale and transfer of one-half of the land described in this case to Peter Abercrombie; also that claimed by the following persons: Henry Downing, Felton Mathew and George Cooper, John Johnson, Vincent Wanostrocht, Jeremiah Nagle and John Wrenn, Arthur Devlin, George Russell. But, the maximum grant of 2,560 acres having been awarded to William Webster, no grant can be recommended in favour of any of these claimants. The Commissioners therefore respectfully recommend that a grant for 2,560 acres of the above-described land should be issued to William Webster, his heirs and assigns, for ever: excepting 100ft. from high-water mark, and excepting the land belonging to the chief Takapu.

Dated at Wellington, this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

Evidence.

Hauraki, Thames, 3rd July, 1843.

William Webster, of Coromandel Harbour, being duly sworn, states: I claim the land described in the deed before the Court. It is situated on the west bank of the River Piako, and contains about eighty thousand acres. It is bounded as follows: In front by the River Piako, on the north side by the creek called Orua, on the south by Parawau, and on the back or west by a range of hills called Mangokawa, Pukenui, Pukemoko, and Panawau. I made the purchase of this land from the Native chiefs Koenaki, Ware Tonga, and others, on the 31st December, 1839: that is, the deed was signed on that day, but I agreed for the land and made considerable payment before that time—viz., in the year 1838. I gave in payment all that is specified in the deed, and a great deal more which is not inserted. Nothing stated in the deed has been given after the date of it. I have expended about £200 in buildings and improvements on this purchase since I made it, and have had an agent residing upon it for two years. This claim has not been disputed by any European since I made the purchase; but I have heard lately that a chief named Takapu lays claim to a small part of it, for which I was not aware he had not been settled with, but which would have been the case had he been present. With respect to the opposition of the Native Puru, it is incorrect, and I believe the man is out of his mind. I deny giving him any note-of-hand.

I have sold one-half of this land to Mr. Peter Abercrombie. Out of the remaining half I have sold and conveyed to the following persons, dividing it into twenty shares—viz., five shares to Messrs. Mathew and Cooper, two and a half to Dr. Johnson, two and half to Mr. Arthur Devlin, two to Mr. George Russell, one to Mr. Henry Downing, half to Mr. Vincent Wanostrocht, half to Messrs. Jeremiah Nagle and John Wrenn—and six reserved to myself. These persons have claimed for what I sold them in the several cases opposite their names. I have given each of them deeds of transfer. I have nothing whatever to do with McCormack's claim on the west bank of the Piako, nor any interest in it; neither have I anything to do with the land claimed in Cases Nos. 96, 142, 178, and 223. These, I believe, derive from McCormack. I know nothing of Claims Nos. 28, 30 and 31, 71A, 80, 83, 93, 121, 138, 152, and 316. These claim through Mr. Peter Abercrombie, out of the half I sold him.

Sworn before me, this 3rd day of July, 1843.—M. RICHMOND.

WM. WEBSTER.

Case No. 305M.—WILLIAM WEBSTER, of Coromandel Harbour, Claimant.

(2,000) Two thousand acres, more or less, situate on the south-eastern side of the Island of Waiheke, commencing at a point called Opatia, running north along the shore to a point called Tarawanui; and from each of these points north-west by west to the north-west side of the island.

Alleged to have been purchased from the Native chiefs Ngake-te, Kupunga, Tuaruhi, and others, on the 8th May, 1838.

Consideration given to the Natives: Merchandise to the value of £108.

Nature of conveyance: Deed in favour of claimant.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 305M, they are of opinion that in 1838 William Webster made a bargain with the Native chiefs Ruinga and Kotearohi of a tract of land in the Island of Waiheke, and called Te Tarawanui. The supposed contents, 3,500 acres. The payment made to the Natives for this land appears to have been—Cash, 10s.; goods, £79 10s.: total, £80 paid prior to 1840. Claimant has also promised to build a schooner, value £200, for the Natives. A deed of sale was executed by the above-named chiefs and others, and they have admitted the payment they received, and the alienation of the land upon condition of the payment being completed. It appears that the payment of this land has not yet been completed by the claimant; and, such transactions having been forbidden by the Proclamation of His Excellency Sir George Gipps, dated the 14th of January, 1840, the claimant is not entitled to the usual grant; but, as an outlay of £80 was made prior to the above date, the Commissioner therefore recommends that a grant for eighty acres, being at the rate of one acre for each pound sterling

expended, of any land of average value, should be issued to William Webster, his heirs and assigns, for ever: except 100ft. from high-water mark.  
Auckland, 1st July, 1843.  
EDWARD L. GODFREY, Commissioner.

AMENDED REPORT.—The maximum grant of 2,560 acres having been awarded to the claimant, no grant is recommended.  
Wellington, 16th December, 1843.  
EDWARD L. GODFREY, }  
M. RICHMOND, } Commissioners.

*Evidence.*

William Webster, being duly sworn, states: I claim a piece of land at Waiheke, in the Firth of the Thames, containing about 3,500 acres. I bargained for this land in the year 1838, and gave some goods then and an additional payment in 1839, and also in October, 1840; I have also given the Natives a promissory note for a schooner valued at £200. I have conveyed two portions of this land—one to John Halls, and the other to Robert Girdwood; but I have not received the purchase-money.  
WM. WEBSTER.

Ruinga, a Native chief, not understanding the nature of an oath, but declaring to tell the truth, states: Some years ago I and Kotearohi signed the deed now shown to me. We sold the land described in it to Mr. Webster, and we received 40lb. of tobacco, 2 pairs of trousers, 10 shillings, 5 double-barrelled guns, 8 single-barrelled guns, 8 cartouche-boxes; and we have the promise of a schooner to complete the payment. We had a right to sell this land, and have never sold it to any other person. If the vessel is not given to me I shall not give up the land or consider it sold.  
THOMAS S. FORSAITH, Interpreter.

Taken in Court, 19th June, 1843.—E. L. GODFREY.

Case No. 32.—WILLIAM ABERCROMBIE, JEREMIAH NAGLE, and WILLIAM WEBSTER AND Co.,  
Claimants.

(20,000) Twenty thousand acres, more or less—viz., all that island called Aotea, or Big Barrier, lying in 36° 4' south latitude, 175° 40' east longitude, howsoever the said island or any part thereof is bounded, situated, known, or distinguished, or intended to be.

Alleged to have been purchased by the present claimants on the 20th March, 1838, from the Native chiefs Horeta, Urimibia, Kitabi, Te Mariiri, I Ingare, I Maurie, E Rite, Tawa te Kune, I Ngabue, I Rukeroo, Taumara Huato Hua, Taru Whotu, Rukoo, Rupa Rupa, I Moona, Tau Toko, and Te Heru.

Consideration: Various articles of merchandise to the amount of £1,140 sterling.

Nature of conveyance: Deed to claimants, dated 20th March, 1838.

REPORT.—The Commissioners have the honour to report, for the information of His Excellency the Governor, that, from the accompanying evidence taken in Claim No. 32, they are of opinion that in 1838 the claimant made a *bona fide* purchase from the Native chiefs Horeta and others of a tract of land thus described: Part of the Island of Aotea, or the Great Barrier Island. The payment made to the Natives for this land appears to have been in March, 1838: Cash, £10; goods, £570 15s.: total, £580 15s. A deed of sale was executed by the above-named chiefs and others, and they have admitted the payment they received, and the alienation of part of the island. The portion admitted to have been sold is the land lying north of the following boundaries, including the Island of Kaikoura: Commencing at Akatarere, on the West Coast, a little north of the small Island Rangiahua, to Papakuri to the eastward; thence to Maungapiko; thence to the southernmost bay of the inner harbour; thence along the shore to a stream called Wairapi; following the windings of this stream it then runs in an easterly direction to the summit of the range of hills; thence along the summit of said range northerly to Mount Hirakunata; thence, still proceeding in a northerly course, along the summit of the range of hills to Paira and Ohineuru on the south bank of the Creek Wangapoua; thence along the same bank of Wangapoua to the sea: excepting from the above limits the land which belongs to Pukeroa, which is bounded in front by part of the inner harbour, on one side by the small stream Kaiaraara, on the other side by a place called Kotuku, and on the back by a place called Ongungu; and also excepting all the cultivations and settlements of the resident Natives. The rest of the island, lying southwards of the above boundaries, does not appear to have been purchased from the rightful owners, the chief Tara and his party, who alone of the sellers maintain any right to lands within this portion, having acknowledged to have received for their share only three pairs of blankets, and the opposition of Tamati Walker and Tarikirangi being even admitted by Tara to a considerable extent. The claimant having already received a maximum grant of 2,560 acres, no grant is recommended.

Coromandel Harbour, 10th June, 1844.

EDWARD L. GODFREY, Commissioner.

*Evidence.*

Coromandel Harbour, 23rd May, 1844.

William Webster, being duly sworn, states: I claim, on behalf of myself, Jeremiah Nagle, and William Abercrombie, the island called Aotea, or the Great Barrier, or such portions of it as shall be admitted to have been sold by the Natives. I made this purchase for myself and the above-named parties upon the 20th March, 1838, from the Native chiefs Horeta, Uramoia, and others, and paid them £20 sterling in cash, and goods to the value of nearly £1,000. For some of the articles specified in the deed of sale as payment, but not yet delivered, the Natives hold my promissory notes. I exhibit the original deed of sale, and deposit a copy of it with the Court. It describes the purchase as being for the whole of the island, but some other Natives have laid claim to the south-eastern part. The northern end, upon which mining operations have been commenced, has never been contested. I deliver a correct list of the articles given to the Natives and admitted to have been received by them, as there are errors in that written on the back of the deed.

Received in Court, 23rd May, 1844.—E. L. GODFREY.

WILLIAM WEBSTER.

EXTRACT from the Minutes of the Executive Council.—(Tuesday, 18th June, 1844.)

His Excellency submitted for the consideration of the Council the land claim of Messrs. William Abercrombie, Jeremiah Nagle, and William Webster to the Barrier Island. His Excellency stated that it appeared from the report of Mr. Commissioner Godfrey that the claimants had validly purchased a considerable part of the Barrier Island; but, as one of the parties, William Webster, has already had a large grant awarded to him upon other claims, the Commissioner had not recommended any grant in respect of this claim to either of the said parties. His Excellency remarked that this appeared to him a case of extreme hardship; and, as he considered that great benefit would accrue to the colony by awarding those parties a grant of part of the Barrier Island for the purpose of enabling them to proceed with their mining operations, on which much capital had already been expended, he felt disposed, as this was a special case, to step out of the usual course. He would, however, be glad of the opinion of Council on the following points:—

First, whether any grant should be issued to Messrs. Abercrombie, Nagle, and Webster; and,

Second, whether the Commissioner should be authorised to recommend an extension of any such grant beyond 2,560 acres.

After full consideration, Council were unanimously of opinion that, under the peculiar circumstances of this case, a grant of part of the Barrier Island should be awarded to the claimants, and that the Commissioner should be authorised to recommend an extension of the said grant beyond the usual maximum grant of 2,560 acres.

(True extract.—J. COATES, Clerk of Council.)

SPECIAL AWARD.—A deed of grant to be issued to Messrs. William Abercrombie, Jeremiah Nagle, and William Webster for all that part of the Great Barrier Island (Aotea) which Commissioner Godfrey herein reports to have been validly purchased by them.  
18th June, 1844.

ROBERT FITZROY, Governor.

MEMORANDUM OF AGREEMENT.—The joint claimants for a portion of the Island Aotea (or Great Barrier Island), Messrs. William Abercrombie, Jeremiah Nagle, and William Webster, mutually agreed this day in this house to a division of their joint claim, as shown in a plan of the island produced by the said parties before the Governor, the Chief Protector of Aborigines, and the Private Secretary.

ROBERT FITZROY.

GEORGE CLARKE.

J. W. HAMILTON.

Government House, Auckland, 1st July, 1844.

NOTE.—Which plan was forthwith placed in the hands of the Land Commissioner (Mr. FitzGerald), to be copied for reference, and on the back of three separate deeds.  
1st September, 1844.

ROBERT FITZROY.

ULTIMATE AWARD.—Grant to William Abercrombie for 8,119 acres; to Jeremiah Nagle for 8,070 acres; and to William Webster for 8,080 acres, issued 6th July, 1844: total, 24,259 acres—for the whole of which W. S. Grahame, of Auckland, on 29th December, 1854, obtained a new grant as transferee from the Bank of Australasia, in Sydney, to whom the said lands had been assigned.

#### AMENDED GENERAL REPORT.

Claims 305, 305A, 305B, 305C, 305G, 305I, 305K; WILLIAM WEBSTER, claimant.

AWARDED in case No. 305, 250 acres; Case No. 305A, 250 acres; Case No. 305B, 550 acres; Case No. 305C, 800 acres; Case No. 305G, 1,944 acres; Case 305I, 1,187 acres; Case 305K, 2,560 acres: total, 7,541 acres. To be reduced in the aggregate to the maximum grant of 2,560 acres.

Dated at Wellington this 18th day of December, 1843.

M. RICHMOND,  
EDWARD L. GODFREY, } Commissioners.

(Memorandum.)—The following cases preferred by this claimant have not yet been investigated, namely—305D, 305E, 305F, 305H, 305J, and 305L. No grant has been recommended in case 305M.  
—M. R.

To explain this amended report, it is necessary to state that in 1842, the Land Claims Amendment Ordinance, Sess. II. No. 14, was passed and assented to by Governor Hobson,\* 25th February, 1842, whereby the limitation of the maximum of grants to 2,560 acres fixed by the ordinance of 1841 was removed, and the Commissioners were empowered to recommend grants exceeding the maximum area fixed by the ordinance of 1841.

This ordinance was disallowed by the Queen, and the notification of such disallowance was gazetted in the colony 6th September, 1843, by command of Lieutenant Shortland, R.N., the Officer Administering the Government, but it was in force in the colony from February, 1842, to September, 1843, and, as the first commission had acted under it when making their earlier awards, it became necessary to annul these in consonance with the original ordinance of 1841, which had become revived in full force.

Thus it happened that Webster's original award of 7,541 acres was reduced to a maximum area of 2,560 acres, and all the persons to whom he had sold his lands as fast as he acquired them, at an average sum of twenty shillings per acre, for the purpose of extending his credit and making further purchases, were left without anything for their money, and without redress.

It may have arisen from some confusion in amending their awards as above mentioned, but it must here be remarked that the reports of the first Commission on the four first claims are somewhat inconsistent, inasmuch as in each case the Commissioners award to Webster the whole land claimed, notwithstanding his evidence that he had sold it or part of it, and then refuse to recommend a grant to the derivative purchaser on the plea that Webster, the original claimant, had been awarded a maximum acreage. If they would not grant the land to the purchasers, why grant it to Webster, unless in the expectation that Webster would convey to the purchasers. At any rate, the reports are not quite intelligible on this point, and required correction.

#### *The Second Commission.*

Governor Fitzroy, taking the case of these derivative purchasers from Webster into consideration, as also that of Webster's outstanding creditors, submitted the whole question of Webster's claims to his Executive Council, who recommended extended grants, as appears from the following minute:—

\* Captain Hobson, R.N., died 10th September, 1842, whereupon the Colonial Secretary, Lieutenant Shortland, became Officer Administering the Government until the arrival of Captain Fitzroy, R.N., who became Governor 26th December, 1843, until 18th November, 1845, when Sir George Grey succeeded him.



## EXTRACT FROM THE MINUTES OF THE EXECUTIVE COUNCIL.

Wednesday, 10th April, 1844.

*Present*: All the members.

His Excellency next brought before the Council the claims of William Webster, numbered as in the margin (305, 305A, 305B, 305c, 305g, 305i, 305k), amounting to 7,541 acres, as recommended by Commissioners Godfrey and Richmond. His Excellency remarked that only 2,560 acres could be granted upon each claim without the express sanction of the Governor, with the advice of the Executive Council, in accordance with the sixth clause of the Land Claims Ordinance, and requested the opinion of the Council whether the Commissioners should be authorised to recommend an extension of the grant.

The Council, after hearing and deliberating on the case, advised that the Commissioners should be authorised to recommend an extension of the grant.

Upon this authority the Governor directed the whole of the awards in the said claims to be referred to the second Commission, with an instruction to recommend an extension of the grants.

This was done, presumably, under the authority of the ordinance of 1841, which enabled the Governor in Council to make extended grants in certain cases.

Under this authority Mr. FitzGerald, the Commissioner, sent to the Governor the following memorandum:—

## MEMORANDUM by Mr. Commissioner FITZGERALD.

REASONS for extending a grant of land to Mr. Wm. Webster: (1.) By the accompanying synopsis of the land claims of Mr. Webster it appears that his outlay amounts to £7,787 13s., which, according to the valuation-scale in the Land Claims Ordinance, he may be considered as having paid for 50,904 acres; and, even limiting his outlay to the mere payments to the Natives, he would be fairly entitled to 17,950 acres. (2.) Considerable sales of land having been made by him on the faith of all his valid purchases being recognised by the Crown. (3.) Should he not be enabled, by great liberality on the part of His Excellency, to meet his engagements, even partially, he is likely to be overwhelmed with lawsuits, and subjected to great losses. (4.) Mr. Webster is one of the most enterprising settlers in this colony, having established a ship-building yard, several whaling-stations, water-mills, and other improvements.

For these reasons, I do most conscientiously recommend for His Excellency's approval that grants be issued to the undermentioned parties, upon a letter of authority to that effect from Mr. Webster:—

	Acres.
Claim No. 305. Wm. Webster	125
Claim No. 305A. Wm. Webster	125
Claim No. 305c. Wm. Webster	400
Claim No. 305g. Wm. Webster	1,944
Claim No. 305i. Wm. Webster	1,187
Claim No. 305k. Wm. Webster	1,219
Claim No. 305B. David E. Munro	550
Claim No. 305. Henry Downing	125
Claim No. 305c. Henry Downing	400
Claim No. 305k. Henry Downing	320
Claim No. 305A. Peter Abercrombie	125
Claim No. 305k. Peter Abercrombie (one-eighth of his purchase from Webster)	5,000
Claim No. 305k. Felton Mathew	2,560
Claim No. 305k. John Johnson	1,280
Claim No. 305k. Vincent Wanostrocht	250
Claim No. 305k. John Wreun and Jeremiah Nagle	150
Claim No. 305k. Arthur Devlin	1,255
Claim No. 305k. Geo. Russell	640

Amounting in the aggregate to 17,655 acres.  
Land Office, Auckland, 22nd April, 1844.

ROBT. A. FITZGERALD,  
Commissioner.

It must ever remain a mystery how Mr. Commissioner FitzGerald could have made such recommendation. Ignoring the evidence taken before the first Commission, and examining nothing, he takes for granted the gross amount stated by Mr. Webster as having been paid by him to the Natives in respect of all his claims, including those he had withdrawn and those he had sold, and adding to this gross amount the various sums which Mr. Webster states he had spent on the lands he claimed, without inquiry whether or not they had been really spent, he treats the latter sums as purchase-money paid to Natives for land, and finds the total outlay to be £7,787 13s. And for this amount he estimates Mr. Webster to be entitled to 17,655 acres of land—that is to say,



he estimated the land at 3s. per acre, as if it had been bought in 1837, whereas the bulk of it was bought by Webster in the last half-year of 1839, when its price should have been 8s. per acre.

Shortly stated, Mr. FitzGerald gives Mr. Webster credit for twice the amount he is justly entitled to; and, in respect of that credit, recommends a grant of land at one-half of its proper price, so that Webster obtains a quadruple award in his favour.

The whole records of the Land Claims Court do not show any other instance where a claimant has been treated with such extraordinary liberality as Mr. Webster was under this award.

Governor Fitzroy, however, adopted the recommendations of Commissioner FitzGerald, and grants were issued on 1st May, 1844, in accordance therewith, as shown in the following table:—

SYNOPSIS of the Awards made under the Second Commission in William Webster's Land Claims.

No. of Claim.	Date of Purchase.	Locality.	Area.		Land granted.		Payments to Natives.			Remarks.	
			Claimed.	Awarded.	To Webster.	To his Assigns.	Stated in Deed.	Proved in Court.			
305	June 1837	Coromandel (Makariri)	Acres. 250	Acres. 250	Acres. *125	(a)125	£ 208	£ 343	s. 16	d. 0	* Sold by Webster in Aug., 1844, to F. S. Peppercorne for £125.
305A	Dec. 1836	Coromandel (Wanganui Island)	250	250	†125	(b)125	260	284	3	6	† Sold by Webster in Aug., 1844, to R. Dacre, who sold to G. Beeson for £125.
305B	Nov. 1839	Thames (Mangemangeron)	1,500	550	..	(c)550	90	215	15	6	
305C	Jan. 1837	Coromandel (Taupiri)	800	800	‡400	(d)400	203	268	10	0	‡ The land in these four grants was sold by Webster, 15th Aug., 1844, to John Campbell, of Sydney, for £4,000.
305D	1836	Coromandel (Wai- au)	1,000	..	..	..	450	..	..	..	} Withdrawn by claimant.
305E	March 1838	Great Barrier Is- land	20,000	..	..	..	1,200	530	15	0	
305F	1836	Coromandel (Motu- taupiri Island)	..	..	..	..	80	..	..	..	
305L	Nov. 1839	Thames .. ..	3,000	..	..	..	90	..	..	..	
305G	Jan. 1839	Point Rodney ..	10,000	1,944	†1,944	..	490	421	4	0	
305H	Nov. 1839	Bay of Plenty (Tai- rua)	3,000	..	..	..	450	169	3	0	Disallowed; not purchased from rightful owners.
305I	May 1838	Waiheke .. ..	3,000	1,187	†1,187	..	108	202	16	0	
305J	May 1839	Mercury Island ..	6,000	..	..	..	944	278	0	0	Purchase of a small section of the island proved, but no grant recommended.
305K	Dec. 1839	Piako .. ..	80,000	12,674	†1,219	(e)11,455	1,195	1,726	8	0	
305M	May 1838	Waiheke .. ..	3,500	..	..	..	108	80	0	0	Disallowed. Purchase not completed before 14th Jan., 1840.
		Total .. ..	132,300	(f)17,655	(g)5,000	12,655	5,876	4,570	11	0	(h)

(a) To Henry Downing. (b) To Peter Abercrombie. (c) To David E. Munro. (d) To Henry Downing. (e) To Henry Downing, 320 acres; Peter Abercrombie, 5,000 acres; Felton Mathew, 2,560 acres; John Johnson, 1,280 acres; Vincent Wanostrocht, 250 acres; Jeremiah Nagle and John Wrenn, 150 acres; George Russell, 640 acres; and to Arthur Devlin, 1,255; total, 11,455 acres. (f) Exclusive of 24,269 acres awarded to Abercrombie, Nagle, and Webster in respect of their joint claim at the Great Barrier Island. (g) Exclusive of 8,080 acres granted to W. Webster as his share on partition of the award at the Great Barrier Island with his partners Abercrombie and Nagle. (h) Of this sum, only £140 10s. was paid in cash; the remainder, £4,430 1s., represents the value of goods given in barter, estimated, according to the ordinance, at three times their retail selling value in Sydney; the total sum paid representing an average of 5s. 2d. for each acre granted.

A notification was published in the *New Zealand Gazette* on the 6th May, 1844, that the foregoing grants were ready for issue. Webster received his grants for 5,000 acres, and within less than four months had transferred the whole of these lands to his creditors, besides the 12,655 acres granted directly to them, leaving himself without an acre of all his purchases, and still a debtor to the Sydney merchants.

There is not anything surprising in this, for it must be sufficiently apparent from the evidence printed above in these pages that Mr. Webster had no means of his own; that he speculated for land in New Zealand with goods obtained on credit, and, in the absence of goods, that he gave the Natives promissory notes for cash or promises for goods which at times he was unable to redeem; and that he was ultimately crushed by the weight of the interest charged by the Sydney merchants for cash and other advances made to him.

There yet remained two claims—305H, Tairua, and 305J, Mercury Island—on which the first Commission had not yet reported; and from these Mr. Webster

hoped to obtain something. No doubt that in May, 1844, when Webster gave his evidence in both these cases, he heard from the Commissioners that no grant had been recommended in Claim No. 305M, for he never mentions it again.

The first evidence in both 305H and 305J was taken by Major Richmond, and after his promotion to Wellington was continued by Colonel Godfrey. In Claim 305H, at Tairua, in the Bay of Plenty, the evidence taken by Major Richmond was of a preliminary nature only. Colonel Godfrey, knowing that Mr. Webster proposed to advance a claim of £2,000 against the Government in respect of the cutting of spars for the "Tortoise" from the land claimed, noted the original papers with a minute, "This case requires caution." At Coromandel, in May, 1844, he received the evidence of Webster and the witnesses in his favour; and then removed his Court to Tauranga, in the Bay of Plenty, where, in the following July, he received ample evidence in opposition, and that no purchase had been rightly concluded. He recommended no grant, and also awarded no compensation in land elsewhere for the money, £169 5s., proved to have been paid by Webster to persons not the rightful owners, because Webster had already received a maximum award of 2,560 acres.

In Claim 305J, at the Mercury Island, Webster claimed 6,000 acres. The whole island, by survey, contains only 4,090 acres. Ample evidence was given to show that Mr. Webster's valid purchase was limited to a small piece of land at the south end of the island, and another small piece on the north-east coast thereof, the supposed contracts being unknown; but Colonel Godfrey recommended no grant, as Webster had already received a maximum grant of 2,560 acres.

The report in both these claims was made at Auckland on the 29th August, 1844. No notification of the substance of either report was made in the *Gazette*, and Mr. Webster seems to say that he knew nothing of them, and also adds that no opposition was made to either of these claims. This may be so as respects the claim at Tairua, because the evidence of the opposing witnesses was taken at Tauranga; but it can scarcely be so in respect of the claim at Mercury Island, seeing that the opposing evidence was taken at Coromandel on the 29th May, at the place where his own evidence had been taken on the 23rd May, only six days previous. However this may be, when Governor Fitzroy, on the 16th October, 1844, referred the reports on Mr. Webster's claims to the second Commission for a recommendation of extended grants the reports on the three claims—305H, 305J, and 305M—were included in the reference, but with a direction to the Commissioner to lay them aside for further consideration, his intention possibly being ultimately to make a grant to Webster of the small pieces of land he was proved to have bought at the Mercury Island, and to compensate him for his wasted outlay in respect of the claims 305H and 305M by making him a grant of Crown lands of average value at the rate of one acre for each pound sterling of such outlay.

It has been necessary to say thus much on the claims 305H and 305J in order to throw a true light upon the correspondence which follows.

Whilst the Governor's decision on the above two claims was yet in abeyance Mr. Webster wrote a letter to Mr. Commissioner FitzGerald to ascertain the decision in these claims, and, in reply, received from Mr. Hamilton, the Private Secretary to Governor Fitzroy, that letter of the 10th March, 1845, which has provoked so much comment in the report of the Committee of the Senate.

The correspondence, which is remarkable, is as follows :—

MR. WEBSTER to MR. COMMISSIONER FITZGERALD.

SIR,—

Auckland, 8th March, 1845.

I take the liberty of writing to you to know what has been the decision on my two land claims. I believe they are No. 305H, one is the Big Mercury Island, and the other is a piece of land near the River Tairua, in the Bay of Plenty. Both of those claims was examined before Commissioner Godfrey at Coromandel Harbour, and I have not yet heard any more of them. The Mercury Island was purchased in 1838. I paid upwards of £300 for it, and have had possession of it ever since, and have expended a deal of money on it; but the whole of the payment agreed on was not given to the Natives, and when the claim was examined they agreed to give me a part of it for what they had received. The piece of land near Tairua was also purchased in 1838, and I paid about £400 for it; and since that I have expended about £400, for which I have never received any return

for whatever. I have never heard of any dispute of the title, which, I suppose, the evidence taken by the Commissioner will prove.

Your answer to this will oblige.  
Commissioner FitzGerald, &c.

Your most obedient servant,  
WM. WEBSTER.

MINUTE THEREON BY THE GOVERNOR.

VERY large grants having been made to Mr. Webster no further grant can be made until the opinion of the Secretary of State as to the former grants is made known.

R.F., 10th March, 1845.

MR. FITZGERALD,—

Direct Mr. Chipchase to communicate this reply to Mr. Webster, who is now in Auckland, but about to leave immediately.

R.F., 10th March, 1845.

The PRIVATE SECRETARY to Mr. WEBSTER.

SIR,—

Government House, 10th March, 1845.

I am desired by the Governor to acquaint you that His Excellency has examined, and taken advice respecting, your land claims marked 305H and 305J, and is sorry to find himself precluded from authorising any further grant to be made to you *at present*, on account of the largeness of those grants already made in your name.

I have, &c.,

J. W. HAMILTON, Private Secretary.

P.S.—The Governor directs me to say that the land which you now hold in undisputed possession will probably be granted to you eventually.

It will be seen that the Governor's minute does not convey any direct reply to Mr. Webster's letter; it does not inform him of the substance of the Commissioner's reports on claims 305H or 305J, nor hint that such reports were still under consideration; and Mr. Hamilton's letter does not convey the substance of the Governor's minute, but rather leads to the inference that the claims had not been considered.

This letter is unfortunate in its expression also, for the land in Mr. Webster's undisputed possession, mentioned in the postscript, refers to the small pieces of land which he was proved to have bought in the Mercury Island, but it has been assumed, wrongfully no doubt, to apply to the whole of Mr. Webster's claims. A great deal has been said about this letter in the report of the Committee, and an attempt has been made to prove that Mr. Webster had been unjustly treated; but this idea will be dispelled when Mr. Hamilton's letter is read together with the correspondence and minutes here given in relation to its origin.

Referring again to the minute of Governor Fitzroy of the 10th March, 1845, it cannot be a matter of surprise that he should hesitate about making any more grants to Webster until the opinion of the Secretary of State as to the former grants is made known: the truth is more likely to be that the Governor, in making such large grants, was frightened at his own act in the face of the despatch addressed to his predecessor by Lord Stanley when notifying the disallowance by Her Majesty the Queen of the ordinance of 1842 above mentioned.

That despatch was as follows:—

EXTRACT FROM A DESPATCH FROM LORD STANLEY TO GOVERNOR HOBSON.

SIR,—

Downing Street, 19th December, 1842.

In my Despatch No. 76, of the 1st ultimo, I informed you that Her Majesty's decision had been suspended on the Act of your Government, passed on the 25th February, 1842, No. 14, "to amend an Ordinance enacted by the Governor of New Zealand, with the advice and consent of the Legislative Council thereof, Session I., No. 2, for the Settlement of Land Claims within the Colony."

\* \* \* \* \*

I have now to intimate to you Her Majesty's decision with regard to that Act; and, in doing so, I think it right to acquaint you generally as to the grounds of her decision.

When the British Government undertook to colonise New Zealand it was with the distinct intention not to admit that any titles to land could be valid which were not derived from or expressly confirmed by the authority of Her Majesty.

This principle was laid down in Lord Normanby's instructions to you, on your first appointment to proceed from England to New Zealand; and it was publicly announced in the earliest Proclamations issued, both at Sydney and in New Zealand, on assuming the sovereignty of those islands.

In Sir G. Gipps's address to his Council, in explaining the principles involved in his Bill on land claims, he accumulated proofs that no British subject was entitled to acquire lands in countries under the circumstances of New Zealand otherwise than with the sanction of the Government. He showed that the same principle of public law was confirmed up to the present time by the highest legal authorities in England, and it was also enforced in the extensive

colonisation which is carried on by the United States of America. The conclusion deduced by Sir G. Gipps from his argument was, that those who had previously engaged in the acquisition of lands from the Natives in New Zealand had no rights of their own to such acquisitions, but that whatever the Crown might accord to them would be pure concession; and from this conclusion, notwithstanding the arguments which have since been advanced against it, I see no reason for dissenting.

But, while the principle was so distinctly laid down from the first, there was no wish to deal severely with those who had made *bonâ fide* purchases from the Natives; and it was announced, in the same Proclamation which declared the paramount rights of Her Majesty, that means would be taken to investigate the claims of the owners of any lands "acquired on equitable conditions, and not in extent or otherwise prejudicial to the present or prospective interests of the community."

A Bill was passed accordingly by the Governor and Council of New South Wales—within whose province it then was to legislate for New Zealand. It provided for the appointment of Commissioners to hear and report upon claims; it determined at what rate the value of goods employed in barter should be estimated, and laid down a graduated scale of the prices at which land should be assigned to claimants, naming a much lower price to regulate the quantities allotted to those who had made purchases at early periods than to those who had bought when the islands had acquired increased value and security, or might be supposed likely immediately to pass under the sovereignty of Great Britain.

The details of that measure cannot but be considered as very favourable to the claimants. The rate at which the value of their goods was to be estimated was no less than three times the selling price at Sydney. The assumed price of land was to be not more than 6d. an acre for all purchases from the 1st January, 1815, to the end of 1824, and then ascending very gradually it was not until after the commencement of 1839 that it was to be taken at from 4s. to 8s. an acre. Such being the assumed prices up to 1839, inclusive, their moderation will be more apparent when it is borne in mind that in the course of the very next year the actual price of land for fresh purchasers became 20s. an acre.

But, while thus indulgent to the claimants in all minor particulars, the foresight of the New South Wales Government provided one important check against abuses arising out of claims to an extent which might be seriously prejudicial to the prospective interests of the colony. A maximum was fixed of 2,560 acres (4 square miles), beyond which the Commissioners were not to recommend any grant of land.

In determining the course to be taken as to allowing or disallowing this ordinance I have considered the subject with reference, first, to the instructions on which you conceive yourself to be acting; secondly, to its effects upon the interests of the colony at large; and, thirdly, to its consequences as regards individuals; and I proceed to each of these in their order.

Secondly, to the probable effect of the change upon the general interests of the colony at large.

To these it appears obviously highly unfavourable on that most important point, the extent of land to which it permits titles to be established.

It is not my intention here to discuss the evils attendant on the accumulation of land in new colonies in the hands of persons without capital or the means of introducing labour. I consider them to have been sufficiently established by experience to entitle me to assume them as admitted. By the ordinance of the 9th June, 1841, which has been assented to by Her Majesty, this evil is guarded against by the limitation to 2,560 acres, beyond which no grant can be claimed.

This restriction the ordinance now under consideration abandons, and, placing no limit on the size of the grant which each claimant may acquire, might prove the means of exposing New Zealand to those evils which have resulted in other colonies from throwing large and unmanageable grants into the hands of individuals unable profitably to use them. What the extent of this danger may be in the present instance it is impossible, from the imperfect state of my information, to calculate; but when I see it officially reported that nearly nine hundred claims had already been lodged, involving demands for not less than twenty million acres, I cannot think that it would be prudent in Her Majesty's Government to dispense with the direct and wholesome check upon the undue acquisition of land which the former ordinances had imposed, and which, from the earliest Proclamations, the settlers must have been led to expect.

I feel therefore no doubt, as regards the interests of the colony at large, that they will be best consulted by reverting to the ordinance of June, 1841. Feeling, however, the consideration which is due also to the interests of individuals, I will examine,—

Thirdly, the provisions of this ordinance as affecting claimants themselves.

To many of them, and those, too, the persons most deserving of consideration—viz., a large body of the early settlers—judging by their own representations, it appears probable that its operation would prove most injurious. The principle of the ordinance of June, 1841, was to value the land, to those who had acquired it in times of insecurity, and expended labour and capital on its improvement, at a low rate, and in so doing proceeded upon a perfectly just principle. That principle the ordinance of February, 1842, abandons, and, placing all parties upon an equality, fixes a uniform price of 5s. upon land whenever and under whatever circumstances it had been acquired. To the justice of this I cannot assent. The price of 5s. per acre would be too high for those to whom by the graduated scale it would have been valued at 6d., and too low for those to whom it would have been valued at 8s.

Under such circumstances, I need hardly observe that it became my duty to advise Her Majesty to disallow, and Her Majesty is accordingly pleased hereby to disallow, this ordinance.

It follows that you will be guided in future by the provisions of the enactment of 9th June, 1841, which will, of course, be revived by the disallowance of the Act which repealed it.

I have, &c.,  
STANLEY.

It happened that the opinion of the Secretary of State upon the extended grants made by Governor Fitzroy was not received in the colony until three years after the grants had been issued and eighteen months after Captain Fitzroy had left the colony. In a despatch dated the 7th September, 1844, enclosing to the Secretary of State copies of the minutes of the Executive Council for the half-year ending the 30th June, 1844 (amongst others being those above printed relating to Webster's claims), Governor Fitzroy gave no particulars of the grants issued under the aforesaid authority of the Executive Council, nor did he furnish any such information to the Secretary of State in any subsequent despatch sent by him during the remainder of his term of office. Lord Stanley, in a despatch 15th August, 1845, to Lieut.-Governor Grey, in respect of the action of the Executive Council in making such grants, observes that a question involving so important a principle should have been made the subject of a distinct and separate report; and by a subsequent despatch requires a full report on the cases to be sent to him.

Governor Grey accordingly sent his report on the grants to Mr. W. E. Gladstone, on 23rd June, 1846; and ultimately the opinion of the Secretary of State was expressed in the following despatch, received in the colony about the month of June, 1847:—

(No. 50.) EXTRACT of a DESPATCH from the Right Hon. Earl GREY to Governor GREY.

Downing Street, 1st March, 1847.

I acknowledge, and propose to answer together, your Despatches Nos. 65, 66, and 68; the two former of which are dated on the 23rd June, 1846, and the last of which is dated on the 24th of the same month. Although the cases to which they relate are different, the questions arising on them are too much alike to be properly disconnected from each other.

There appear to be twenty-four other cases in which the grants have exceeded the prescribed maximum of 2,560 acres. In seventeen of these cases the Land Claims Commissioners appear to have reported in favour of smaller grants. But, for reasons which are unexplained, Governor Fitzroy reopened the inquiry, and in the result gave as many new grants in extension. In the absence of any explanation from your predecessor of the motives by which he was actuated, I cannot venture to express any opinion on this class of cases. I can only state that the impolicy of these lavish grants of land is too evident to call for any explanation, and that the illegality and invalidity of them would seem to follow from the circumstance of their having been made in direct opposition to the reports of the Commissioners. On what ground Governor Fitzroy's claim to set aside previous decisions may have rested I am not informed, nor can I conjecture.

I hesitate, however, to instruct you to engage in litigation requisite for setting aside these grants, in ignorance, as I necessarily am, of the obstacles which in prosecuting such suits you might have to encounter.

It is possible that practically what has been done may be found irreparable and irremediable, and that the difficulties of legal proceedings may defeat any attempt to resume the improvident grants which have been made. Yet, even if such should unfortunately turn out to be the case, this correspondence may not be wholly unprofitable. It will remain as a record of the extreme inconvenience resulting from a disregard of the law, and from an improper facility in cases of this kind.

Governor Grey, &c.

I have, &c.,  
GREY.

The case in respect of Mr. Webster's grants was indeed irremediable, as he had sold all his lands and parted with his titles. New complications also arose from the obstruction of the Natives, who, in several instances, refused to deliver possession of the lands granted to Webster because he had not fulfilled his pledges to them, nor paid the balance of the money he had promised them; so that, ultimately, considerable sums of money had to be paid by the Colonial Government, in redemption of Mr. Webster's broken promises, before the owners of the lands purchased from Webster could obtain possession thereof. This will appear from the following memoranda from the late Sir Donald McLean and Mr. Drummond Hay:—

MEMORANDUM by the CHIEF NATIVE LAND PURCHASE COMMISSIONER on some Uncompleted Purchases of Land by Mr. WEBSTER.

SIR,—

Land Commissioner's Office, Auckland, 10th July, 1854.

I have the honour to report to you, for the information of His Excellency the Officer Administering the Government, that I find there are certain lands for which Crown grants have been issued, and to which the Native title has not as yet been extinguished.

For instance, there is a block of land, comprising about eight hundred acres, at the Waiheke Island, for which a certain amount of goods and money were paid by Mr. William Webster, of

Coromandel, and for which the Commissioners for investigating and reporting on claims to lands purchased from the Natives have recommended a Crown grant. It appears, from the statements of the Natives, that a vessel had been promised them by Mr. Webster, conditionally that they would admit the justice of his claims before the Commissioner's Court; this vessel they nominally had possession of, but it was taken away by Mr. Webster to Coromandel, to undergo, as he alleged, some repairs, and was never afterwards returned to them. The Natives in consequence will not give up the land. The consequence is obvious, that any person taking possession there would be driven off, and the Government in all probability involved in endless difficulties before the matter could be adjusted or the validity of its grant established.

A second case, something similar in its bearings, is now under my notice with reference to land claimed by the said Mr. Webster at the Piako, and for which grants have been issued. These lands have only been alienated by a section of the claimants, and quiet possession of it cannot possibly be given to settlers until a further payment is made.

I am aware that the precedent of making such payments is a dangerous one; but I apprehend that leaving such questions unsettled would be still more so. These lands have been sold lately on the faith of a Crown grant, some of them at high prices. Persons taking possession will be driven off by the Natives, and it may consume large sums of money to obtain an undisputed title. The only course therefore which I can suggest under the cases alluded to is that, as faith has not been kept with the Natives by the original purchaser, they should be induced to relinquish their claims in favour of the Government for a moderate consideration, and this consideration might be in connection with the sale of fresh lands to the Crown. By this means they would obtain satisfaction for the past, and place land at the disposal of the Government which they would not agree to sell until their old claims, where, in cases such as the present, apparent injustice is done to them, are satisfied.

Should His Excellency favour this view of the question, a good opportunity for settling with a large majority of the Natives for their claims to the above lands now presents itself, as they are at present on a visit to Auckland, and, if they are not settled with, it is questionable if such easy arrangements can be made with them at any future period.

The Waiheke chiefs would agree to give up the disputed claim of 800 acres, and an additional block, comprising about eight hundred acres of valuable forest-land, at the watering-place at Waiheke, for a consideration of £300; and I believe the arrangements at Piako could be adjusted, if done promptly, on equally reasonable terms.

I have, &c.,

DONALD McLEAN,  
Land Commissioner.

The Colonial Secretary, Auckland.

EXTRACTS FROM REPORTS by MR. DISTRICT COMMISSIONER HAY to the CHIEF COMMISSIONER.

Sir,—

Auckland, 21st October, 1857.

I have the honour to state for your information, with regard to the land on the Piako, as follows:—

\* \* \* \* \*

With regard to Webster's purchase, all that I could do amounted to nothing, as I had no names to go by with regard to boundaries, and a long time has elapsed since the purchase; moreover, the Ngatihauera—who, as vassals of the Ngatipaoa at the time of the purchase by Webster, did not dare then to say anything—have now, from the decline of the influence of the chiefs, come forward and denied the sale of the frontage from Maukoro to Angapunga, stated to have been purchased by Webster, and declare his eastern boundary to be that laid down in the accompanying plan. I have also shown in this plan what they state to have been his western or back boundary. In consequence of the facts above stated, and from the frontage to the river having been supposed to be twice its actual length, the purchase made by Mr. Webster turns out to be only about six thousand acres.

\* \* \* \* \*

Auckland, 11th November, 1857.

I should wish to call the attention of the Government to the following facts, from which have arisen the delay and difficulty in settling the Piako question:—

The Natives have refused the sum offered yesterday (£50) because they did not consider it sufficient, and also because they maintain that some payment ought to be made by the Government on account of Webster's purchase. With regard to this purchase, they have been most consistent in asserting that, though their names were signed together in token of assent, and their evidence before the Commissioners' Court went to prove that the purchase was a *bonâ fide* one, still they were induced to act thus from the promises and representations of Webster, and that at that time they hardly knew the importance of the steps they were taking. I may observe that the sum promised by Webster was five times the amount paid by him. It is needless to state that the promise was not kept.

\* \* \* \* \*

Auckland, 18th December, 1857.

\* \* \* \* \*

On my arrival at Maukoro, on the Piako, I found the residents on the block (Ngatiraueha, formerly vassals of the Ngatipaoa) prepared to assert their right, not only to sell land on their own account, but to retain all land belonging to them that had been sold to Webster without their consent and without their sharing in the payment. The Natives dispute a good deal amongst themselves, one of the bones of contention being the frontage to the River Piako. In almost all the receipts for instalments on land on the Piako the River Piako is named as the eastern boundary, but now they one and all denied and ridiculed the idea of their ever having sold the land right down

to the river, especially while the old claim had been so long unsettled (meaning Webster's). I found that my insisting on the fulfilment of their agreement with regard to boundaries would, as far as the River Piako was concerned, be mere waste of time. I accordingly proceeded with the survey. . . . I had one continued discussion with the Natives with regard to Webster's claims, but they were always most consistent in ignoring entirely the boundaries as laid down in any documents to which I had access. From all that I have seen, I am inclined to think that the Natives are in the right—at any rate, far more so than the European—in this instance. The land included in Webster's claim that was retained by them south of Pouriuri amounts to about three thousand acres (3,000 acres). Out of this I have since purchased and paid for finally about twelve hundred acres (1,200 acres). The river frontage in the block surveyed begins where the surveyor's line meets the river beyond Te Areiriri. The last-mentioned purchase brings the frontage nearly two miles further north.

\*                    \*                    \*                    \*                    \*                    \*

I have, &c.,  
G. W. DRUMMOND HAY,  
District Commissioner.

To the Chief Commissioner,  
Native Land Purchase Department.

With the difficulty as to the particular grant issued to Webster for land at the Piako is connected the general question as to the validity of all the grants issued by Governor Fitzroy under the Land Claims Ordinance, and this brings me to the consideration of the proceedings of

#### *The Third Commission.*

In order to facilitate and hasten the settlement of the land claims,\* Governor Fitzroy arranged that grants should be issued to the claimants, giving the areas in such grants according to the quantity estimated by the claimants themselves. In some cases the boundaries described in the grant did not include the given area, and in other cases they included more.

The Point Rodney Claim (305g) and the Waiheke Claim (505i) are instances of both. In 305g there was a surplus, but in 305i the area described as containing 1,187 acres proved on survey to contain 885 acres only. The original claimant and grantee was not wronged in such case, as he was granted the actual land he claimed to have bought from the Natives; but the derivative purchaser, who bought from the grantee a specific acreage, suffered considerably by the transaction; still, he ought not to have bought in such case without having a survey made, notwithstanding the difficulty of obtaining it for want of a sufficiency of surveyors in the colony at that time.

Grants, according to Governor Fitzroy's directions, were issued for lands unsurveyed and imperfectly described. In the notice published in the *Gazette* of the 23rd May, 1844, announcing his intention, the reason adduced for the issue is the impossibility of getting the land surveyed without causing such delay as would be ruinous to the parties interested. These grants are full of defects, such as recitals entirely the reverse of the fact, stating, for instance, the quantities of land conveyed were those awarded by a Commissioner, while, in fact, the grants conveyed double or treble the quantities; or that recommendations had been made, while, in fact, the claims had never been heard by a Commissioner. Some of these purported to convey more land than had been originally claimed, and most of them contained no particular description of the specific portions of land intended to be conveyed.

On the 16th August, 1856, "The Land Claims Settlement Act, 1856," was passed for the purpose, among other things, of correcting the Crown grants issued under the previous existing ordinances, and the validity of which grants had been disputed on various grounds.

The Act repealed all the former ordinances, but re-enacted all the provisions of the ordinance of 1841 which were not unsuitable for the purpose of settling outstanding claims, whilst additional powers were enacted for the purpose of calling in and cancelling or repealing all Crown grants previously issued, and of issuing corrected grants in lieu thereof. But the Act prohibited the reconsideration of any case disallowed by any previous Commissioner, or that had been withdrawn by the claimant.\*

All claimants, whether original or derivative, were required to have the exterior boundaries of their claims surveyed and plans sent in to the Commis-

\* In consequence of this prohibition the third Commission took no cognizance of the claims Nos. 305d, 305e, 305f, 305l, 305n, 305j, and 305m.

sioner, together with their grants and all documents and deeds relating to the alienation of any claim by an original claimant. A survey-allowance was made of 1s. 6d. per acre, and, in respect of Court fees, to be received in land within the claim at an estimated price of 10s. per acre.

Mr. F. D. Bell (now Sir Francis D. Bell, Agent-General for the colony in London) was the sole Commissioner under the Act. He held Courts all over the colony to receive the evidence of claimants and others. All the grants issued under the ordinances were surrendered to him, together with all documents relating to the land described in such grants. He also had all the original Native deeds and other documents placed before the first Commissioners, together with their original reports and the evidence taken by them in each case. An exhaustive examination of every claim was made by Mr. Commissioner Bell, and thereon he made his awards, which were all confirmed.

A general report of his proceedings was presented to the General Assembly, and printed in the Appendix to the Journals in 1862, D.—No. 10; and in the year following the appendix to such report, showing in detail the award in each claim, was printed in the Appendix to the Journals, 1863, D.—No. 14.

The awards made by Commissioner Bell in Webster's claims are shown in the following table, in which is also shown, for the purpose of comparison, the vast difference between the area of the several claims as estimated by Mr. Webster, and awarded under the second Commission previous to survey, and the actual area as discovered on survey:—

SYNOPSIS of the Awards made by the THIRD COMMISSION in Mr. Webster's Land Claims, exclusive of the Claim at the Great Barrier Island.

No. of Claim	Locality.	Area.			Remarks.
		Claimed.	Awarded.	Ascertained on Survey.	
		Acres.	Acres.	Acres.	
305	Coromandel (Makariri)	250	250	115	Grants, 25th Jan., 1861, for 57½ acres to R. Dacre and 57½ acres to H. Downing.
305A	Coromandel (Wanganui Island)	250	250	335	Grant, 3rd May, 1860, for 335 acres, to G. Beeson.
305B	Thames (Mangonangeroa)	1,500	550	...	Grant ordered to J. Salmon, but not issued; no survey made.
305c	Coromandel (Tau-piri)	800	800	727	Grant to R. Dacre for 284 acres, 3rd May, 1860; and for 384 acres, 20th Nov., 1857, and for 59 acres, 25th Jan., 1861, to T. Keven.
305D	Coromandel (Wai-au)	1,000	}	}	Withdrawn by claimant, 23rd May, 1844.
305E	Great Barrier Island	20,000			
305F	Coromandel (Motu-taupiri Island)	...			
305L	Thames ...	3,000			
305G	Point Rodney ...	10,000	1,944	1,944	Grant to R. Dacre for 1,944* acres, but not signed.
305H	Bay of Plenty (Tairua)	3,000	...	...	No grant recommended, 29th August, 1844.
305i	Waiheke Island ...	3,000	1,187	885	Grant to J. Salmon for 885 acres, 3rd July, 1860.
305j	Mercury Island ...	6,000	...	...	No grant recommended, 29th August, 1844.
305k	Piako ...	80,000	12,674	7,500	Grants to heirs of Sir S. Donaldson, 1,464 acres; † to F. Whitaker for 12,855 acres and 2,141 acres, 27th Nov., 1878, and for 294 acres, 30th Sept., 1878: total, 16,754 acres.
305M	Waiheke Island ...	3,500	...	...	No grant recommended, 16th December, 1843.
	Total ...	132,300	17,655†	11,506	Total grants, 20,760 acres.§

\* Commuted for scrip, at 15s. per acre = £1,599 10s.

† Commuted for scrip, at 7s. 6d. per acre = £549. Issued 18th February, 1880, to trustees under will of Sir S. Donaldson.

‡ Exclusive of 24,269 acres separately granted in respect of the Great Barrier claim.

§ Inclusive of allowance for survey and in respect of Court fees paid.



Thus it will be seen that in the Piako claim, 16,754 acres being granted and only 7,500 acres admitted by the Natives to have been sold by them to Webster, the entire difference between the two acreages had to be provided out of the Crown estate.

In the examination of Mr. Webster's Claim 305k, for 5,000 acres at Piako, Commissioner Bell found that almost all Mr. Webster's titles for land in his other claims had become mixed up together with his titles in 305k, and also with the titles of derivative purchasers from him in his several claims, in joint or separate mortgages to the same parties in Sydney. For the disentanglement of this confused web the Commissioner prepared an elaborate abstract of title, showing the various transactions which had occurred from time to time in respect to these lands; and, as this very valuable document throws a great light upon the nature of Mr. Webster's land transactions generally in New Zealand, an extract therefrom is printed here:—

IN THE COURT OF CLAIMS.

*Extract from the Award made by Commissioner Bellin the matter of the Grants issued 1st May, 1844, to the extent of 12,674 acres at Piako, in the claim Webster, 305k.*

On the 18th December, 1843, Commissioners Godfrey and Richmond reported, in Claim 305k, that William Webster had made a *bona fide* purchase of a tract of land on the west bank of the River Piako, which was estimated by the claimant to contain 80,000 acres, and they awarded a grant for the maximum of 2,560 acres. By a further report of the same date, after stating that a total quantity of 7,541 acres had been awarded in the separate claims of Webster, they recommended that amount to be reduced in the aggregate to the maximum grant of 2,560 acres.

There were a great many derivative claims from this one, 305k, but in all of them the Commissioners reported that, as the maximum grant had been awarded to Webster, no grants could be recommended to them, viz.:—

	Acres.
1. Peter Abercrombie, one-half, or	40,000
2. Henry Downing	1,280
3. John Johnson	5,120
4. Vincent Wanostrocht	1,000
5. Jeremiah Nagle and J. Wrenn	600
6. A. Devlin	5,020
7. George Russell	2,560
8. Felton Mathew and G. Cooper	10,240
9. Charles Abercrombie	
10. Robert Abercrombie	
11. William Abercrombie	
12. W. Drake	
13. R. G. Dunlop	
14. J. Gibbes	
15. Thomas Jeffrey	
16. W. Liddell	
17. John Mackay	
18. John Wrenn	

These were derivative from Peter Abercrombie, who had bought half of the Claim 305k. Each claimant bought one-tenth of Abercrombie's half, and was to have one mile frontage to the Piako.

On the 10th April, 1844, the claims of Webster having been brought before the Executive Council, a minute of the Council was passed, authorising Mr. Robert A. FitzGerald (whom Governor Fitzroy had appointed a Commissioner under the Land Claims Ordinance) to recommend an extension of the award to Webster; and in pursuance of that authority Commissioner FitzGerald, on the 22nd April, 1844, recommended that Webster should receive grants to an amount not exceeding 18,000 acres, which recommendation was approved by Governor Fitzroy. The reasons given for this extension were, that the outlay by Webster amounted to the sum of £7,787; whereby, according to the scale of computation by the Schedule to the Land Claims Ordinance, he might be considered as having paid for 50,904 acres; that, even limiting his outlay to the mere payments made to Natives, he would be entitled to 17,950 acres; and that, having made sales on the faith of all his valid purchases being recognised by the Crown, he would, unless treated with great liberality by the Governor, be overwhelmed with lawsuits, and subjected to great losses. Under these circumstances, Commissioner FitzGerald recommended that there should be granted—

	Acres.
To Webster himself, in claims 305, 305A, 305c, 305g, 305i, and 305k	5,000
Henry Downing, in 305, 305c, and 305k	845
Peter Abercrombie, in 305 and 305k...	5,125
David E. Munro, in 305c	550
Felton Mathew	2,560
John Johnson	1,280
Vincent Wanostrocht	250
J. Nagle and J. Wrenn	150
Arthur Devlin	1,255
George Russell	640
Making a total of	17,655

On the 25th April, 1844, the Governor “fully approved of all these recommendations, and engaged to sign grants for the various parties when laid before him.” On the 1st May, 1844, accordingly, the following grants were issued in respect of claim 305κ, the subject of this decision:—

				Acres.
To Peter Abercrombie	...	one-eighth of his	40,000 acres	5,000
Henry Downing	...	one-fourth of his	1,280 "	320
John Johnson	...	one-fourth of his	5,120 "	1,280
V. Wanostrocht	...	one-fourth of his	1,000 "	250
J. Nagle and J. Wrenn	...	one-fourth of their	600 "	150
Arthur Devlin	...	one-fourth of his	5,020 "	1,255
George Russell	...	one-fourth of his	2,560 "	640
Felton Mathew	...	one-fourth of his	10,240 "	2,560
				<hr/> 11,455
And to William Webster himself	...	...	...	1,219
				<hr/> 12,674
Making a total of	...	...	...	12,674

The whole of these grants contained the same description of boundaries, and were on that account, as well as for other reasons, obviously void for uncertainty. They were accordingly called in by the Attorney-General, by notice dated 20th June, 1859, published in the *New Zealand Gazette*, and all were produced except the grant to Nagle and Wrenn for 150 acres. By an Order dated 29th February, 1860, and published in the *New Zealand Gazette* of 1st March, 1860, the last-mentioned grant was adjudged void; and the others have also been adjudged void by orders severally enfaced thereon and cancelled. One of them, the grant to John Johnson for 1,280 acres, had been purported to be “corrected” by an indorsement pursuant to the Quieting Titles Ordinance of 1849; but, the “exception” in it (as in all the grants) of the land claimed by the Native chief Takapu not having been defined pursuant to the twelfth clause of that ordinance, the correction appeared to me of doubtful validity, and I have not therefore excepted Johnson’s grant from the general cancellation of all the grants issued in 305κ.

No claim has been made before me under either of the grants to Nagle and Wrenn or Vincent Wanostrocht. The grant to Arthur Devlin has been conveyed to Stuart Alexander Donaldson, of Sydney, and a new grant applied for in the latter’s name accordingly; and all the other grants have been assigned to Frederick Whitaker and Theophilus Heale, of Auckland, who applied for the new grants in their names. The following is an abstract of the various conveyances and assignments under which the original claim has now devolved on these parties:—

#### I.—Stuart A. Donaldson.

Grant to A. Devlin for 1,255 acres. By deed dated 13th October, 1848 (attached to the cancelled grant), Arthur Devlin conveys the land comprised in this grant to S. A. Donaldson in consideration of £3,000.

#### II.—Whitaker and Heale.

1. *Grant to George Russell for 640 acres.*—By deed dated 13th April, 1855 (attached to the cancelled grant), George Russell conveys the land comprised in this grant to F. Whitaker and T. Heale in consideration of £200.

2. *Grant to Henry Downing for 320 Acres.*—By deed dated 14th June, 1854 (attached to the cancelled grant), Downing conveys the land comprised in this grant to Thomas Henry in consideration of £112; and, by deed (indorsed) dated the 14th January, 1860, Henry conveyed the same to Whitaker and Heale for £112.

3. *Felton Mathew, Grant for 2,560 Acres.*—F. Mathew died on the 26th November, 1847, having made his will on the 22nd July, 1847, bequeathing and devising all his property, real and personal, to his wife, Sarah Louisa Mathew, absolutely. By deed dated 16th January, 1860 (attached to the cancelled grant), S. L. Mathew conveys the land comprised in the grant to Whitaker and Heale in consideration of £1,024.

4. *Grant to John Johnson for 1,280 Acres.*—John Johnson died on the 28th July, 1848. By deed dated 17th February, 1854, John Grant Johnson (his son), after reciting the death of John Johnson, and that by his will, 17th July, 1848, he had devised this land to the conveyor, conveys the same to Thomas Henry in consideration of £453; and, by deed dated 14th January, 1860 (indorsed on the preceding, and attached to the cancelled grant), Henry conveys the same land to Whitaker and Heale for a consideration also of £453.

5. *Grant to William Webster for 1,219 Acres.*—By deed dated 15th August, 1844, after reciting four grants—viz., for 400 acres at Taupiri (305c); 1,187 acres at Waiheke (305r); 1,944 acres at Point Rodney (305g), and 1,219 acres at Piako (305κ)—Webster conveys all the four pieces of land to John Campbell, of Sydney, in consideration of £4,000. (Deed attached to the cancelled grant.) By deed dated 20th April, 1854 (also attached), John Campbell conveys the same parcels to Ranulph Dacre in consideration of £350. By deed dated 7th August, 1854 (also attached), Dacre and his wife convey the land at Piako to Patrick Dignan, in consideration of £609 10s. By deed dated 20th September, 1854 (also attached), Dignan conveys it to Thomas Henry for the same sum of £609 10s.; and by deed dated 14th January, 1860 (indorsed), Thomas Henry conveys it to Whitaker and Heale in consideration of £600.

6. *Grant to Peter Abercrombie for 5,000 Acres.*—In this case Whitaker and Heale are the last transferees of a variety of mortgages, made to secure a sum of money stated to amount to no less than £35,000; and, as the legal estate is vested in them, not (as under the preceding conveyances) in fee-simple, but subject to the equity of redemption, I think it advisable to append the following abstract of title-deeds, showing the devolution of William and Peter Abercrombie’s claims at Piako, &c., to Whitaker and Heale, through Campbell and Smith and the Bank of Australasia:—

(1.) 8th October, 1845. *William Abercrombie to Robert Campbell and Andrew Blowers Smith* (Conveyance).—After reciting the grant, 1st May, 1844, of 5,000 acres at Piako to Peter Abercrombie; and reciting the grant, 1st May, 1844, to Peter Abercrombie of 125 acres at Coromandel Harbour; and reciting that William Abercrombie was entitled to the greater portion of those two allotments, and that the same were granted to Peter Abercrombie as a trustee of such portions for William Abercrombie; and reciting that William Abercrombie was entitled to 150 acres at Kopu, in the Thames, and that it was intended to grant the same to Peter Abercrombie as a trustee for William Abercrombie, and reciting that William Abercrombie also claimed to be entitled to 15,000 acres at the Thames and 25,000 acres at the Great Barrier; and reciting that, by a mortgage dated 24th August, 1843, William Abercrombie and John Mackay, his partner in trade, had conveyed to Robert Campbell and Andrew Blowers Smith all their lands, &c., whatsoever and wheresoever, and the personal estate of Abercrombie and Mackay, subject to a proviso for redemption, to secure certain debts and advances, with power of sale in case of default; and reciting that there was still a large sum of money remaining due from Abercrombie and Mackay to Campbell and Smith, the exact amount whereof was not ascertained, and that Campbell and Smith were desirous that the same should be still further secured by an assignment of Abercrombie's interest in the above-mentioned allotments: Witnesses that, in consideration of the moneys to them due by Abercrombie and Mackay, William Abercrombie conveys and assigns to Campbell and Smith all his interest in the lands granted by the two above-recited grants; and also the 150 acres, 15,000 acres, and 25,000 acres, and all his right, claim, &c., both at law and in equity, to any of the said lands: Subject to the same provisos for redemption, &c., as were contained in the said mortgage of 24th August, 1843.

[NOTE.—It is not necessary to recite the mortgage of 24th August, 1843, here; but I have examined it, and find the preceding recital of its contents to be correct.]

(2.) 13th February, 1846. *Peter Abercrombie to Robert Campbell and Andrew Blowers Smith* (Mortgage).—After reciting the same two grants, dated 1st May, 1844, as are referred to in the preceding deed, for 125 acres at Coromandel and 5,000 acres at Piako; and reciting that, by mortgage dated 1st January, 1845, Edward Chalmers, Jeremiah Nagle, William Webster, and Peter Abercrombie, and also William Abercrombie, John Mackay, and Charles Abercrombie, had conveyed certain lands in New Zealand to Campbell and Smith, to secure debts and advances (subject to proviso for redemption); and reciting that Campbell and Smith were desirous of having such advances further secured: Witnesses that, in consideration of such advances, Peter Abercrombie conveys the two above-mentioned parcels of land to Campbell and Smith: Subject to such proviso and powers as were contained in the said mortgage of 1st January, 1845.

[NOTE.—The mortgage of 1st January, 1845, is not with the other deeds in Whitaker and Heale's bundle of papers relating to their claims. It is immaterial, however, except as to Peter Abercrombie's right to Kopu.]

(This mortgage has now been exhibited by Frederick Whitaker, before me, 5th March, 1862.—  
F. D. BELL.)

3. 1st April, 1851. *Robert Campbell and Andrew Blowers Smith to J. J. Falconer and the Bank of Australasia* (Transfer of Mortgages).—After reciting that Jeremiah Nagle, being entitled to certain lands at the Great Barrier, had mortgaged the same to William Abercrombie, John Mackay, and Charles Abercrombie, to secure £1,466, and also that William Webster and Peter Abercrombie, being also entitled to other tracts of land in New Zealand, had mortgaged them to William Abercrombie and John Mackay to secure £3,267; and reciting the mortgage of 24th August, 1843 [above recited in No. 1] from Abercrombie and Mackay to Campbell and Smith; and reciting the grant, 6th July, 1844, of 8,070 acres to Nagle, and the grant, 6th July, 1844, of 8,080 acres to Webster, and the grant, 6th July, 1844, of 8,119 acres to Abercrombie, at the Great Barrier; and reciting that, by three deeds, dated 15th, 6th, and 15th July, 1844, Nagle, Webster, and Abercrombie had conveyed the land in those grants to Edward Chalmers nominally; and reciting the mortgage, 1st January, 1845, Chalmers, Nagle, and Webster, also Peter Abercrombie and William Abercrombie, and John Mackay, to Campbell and Smith [above recited in No. 2], whereby Chalmers, by the direction of the others, conveyed to Campbell and Smith the three parcels first, secondly, and thirdly next in the present transfer of mortgages described; and reciting the grant of 5,000 acres at Piako, and 125 acres at Coromandel to Peter Abercrombie; and reciting the mortgages of 8th October, 1845 [No. 1], and 13th February, 1846 [No. 2]; and reciting that there was still due from William Abercrombie and J. Mackay to Campbell and Smith £10,000 for cash advances, and from William Abercrombie, John Mackay, Charles Abercrombie, Jeremiah Nagle, William Webster, and Peter Abercrombie a further sum of £25,000 for cash advances, &c.; and reciting that Campbell and Smith, having become indebted to the Corporation of the Bank of Australasia in the sum of £35,000, had proposed to convey all the lands mentioned in the above deeds to the Bank in liquidation of such debt, which proposal the Bank had accepted, directing the conveyance to be made to Falconer: Witnesses that, in pursuance of such agreement, and for the considerations aforesaid, Campbell and Smith convey to Falconer and his heirs,—

1. The 8,070 acres at the Great Barrier granted to Nagle;
2. The 8,080 acres at the Great Barrier granted to Webster;
3. The 8,119 acres at the Great Barrier granted to W. Abercrombie;
4. The 5,000 acres at Piako granted to W. Abercrombie;
5. The 125 acres at Coromandel granted to P. Abercrombie;
6. The right and interest of William Abercrombie to the 150 acres at Kopu, the 15,000 acres, and the 25,000 acres; and
7. All other lands to which they (Campbell and Smith) are or may be entitled under the deed of 24th August, 1843,

with all claim at law or in equity, &c., to the use of Falconer, &c., subject to the

equities of redemption (if any) then vested in the various mortgagors by virtue of the preceding mortgages: And further witnesses that, for the same considerations, Campbell and Smith assign to Falconer the personal estate of William Abercrombie and John Mackay; and also the principals and interest of the mortgage debts: And appoint Falconer attorney, to sue, &c. With mutual usual covenants. (Registered at Sydney, 17th June, 1858.)

4. 15th November, 1854. *The Bank of Australasia to Frederick Whitaker and Theophilus Heale* (Conveyance).—Annexed to last-preceding deed of 1st April, 1851: After reciting that a sum of money greatly exceeding the consideration in the present deed stated still remained due on the security of the annexed deed, but that the Bank of Australasia had applied, in part extinguishment of such debt, a portion of the lands and chattels mortgaged, and that Whitaker and Heale had contracted for the purchase of their interest in the residue for £6,000: Witnesses that, in consideration of such £6,000, the Bank of Australasia and Falconer convey, release, and assure to Whitaker and Heale all the lands (except so far as applied or disposed of) which by the annexed deed of 1st April, 1851, were conveyed to Falconer, subject to the equities of redemption (if any) then subsisting; and transfer the mortgages and mortgage debts, &c.: And appoint Whitaker and Heale attorneys to sue, &c. With mutual covenants. Receipt for £6,000 by the Bank of Australasia appended. (Registered at Sydney, 17th June, 1858.)

[NOTE.—By a conveyance annexed to the preceding, and of even date, Whitaker and Heale convey the three parcels at the Great Barrier to W. S. Grahame: in respect whereof Grahame applied (see papers in Claim 32, of Webster and Abercrombie) for a new grant in substitution for the old ones, and received (29th December, 1854) a grant for 24,269 acres.]

From the preceding documents it will be seen that the various grants which were issued in Claim 305K now stand thus:—

	Acres.	
Grant to V. Wanostrocht ...	250	} cancelled; no claimant.
Nagle and Wrenn ...	150	
A. Devlin ...	1,255	} conveyed to S. A. Donaldson for £3,000.
H. Downing ...	320	
J. Johnson ...	1,280	} conveyed in fee to Whitaker and Heale for a total consideration of £2,389.
G. Russell ...	640	
F. Mathew ...	2,560	
W. Webster ...	1,219	
P. Abercrombie ...	5,000	} mortgaged to Whitaker and Heale, the con- sideration being part of £6,000.
Total ...	12,674	

Some time after the grants were called in—namely, on the 27th of September, 1859—I received notice from Mr. Robert Graham, on behalf of William Abercrombie, that the latter claimed (*inter alia*) the 5,000 acres comprised in Peter Abercrombie's grant. I thereupon fixed the 20th December, 1859, to hear the parties, but no proof of title was tendered on the part of Abercrombie. On the 31st January, 1860, I informed Mr. Graham that I would wait till the mail due in Auckland in February arrived, in order to give the opportunity of certain papers coming, which he expected to receive from the Abercrombie's in support of the claim; but that, if they did not arrive then, I should proceed with the adjudication. Nothing whatever has since been adduced, nor, indeed, do I see how any can well be, to alter the position of the parties under the mortgages I have recited above. Neither is it material, because my recognition of Whitaker and Heale as the vestees of the legal estate does not effect any subsisting equities. The 24th section of "The Land Claims Act, 1856," provides that every new grant shall be subject in equity to the same claims, rights, and interests as the cancelled grants in lieu whereof such new grants shall be issued. So Peter and William Abercrombie may still (if any equities subsist) come in and redeem; and, if the recital in the transfer of mortgages to the Bank of Australasia be true—namely, that the amount due in 1851 upon the securities was £35,000—I should think Whitaker and Heale would be very glad to take the money.

Having thus shown the present ownership under the old grants, it appears to be necessary, before proceeding to the particular awards to be made to the respective claimants, to notice the position of the Government in the matter, and the way in which the public interest is in reality involved in the settlement of this claim. It is not within my province to express any opinion as to the original issue by Governor Fitzroy of grants to the extent of 12,674 acres in this claim, and of 24,269 acres in Claim 32 of Webster and his partners Abercrombie and Nagle, making 36,943 acres granted in the two cases. But it is certain that, as regards the Piako claim, notwithstanding the evidence before Commissioner Godfrey in 1842, the Natives would never have agreed to give up possession to the extent which Webster claimed to have purchased. When Johnson tried to go on the land comprised in his grant he found "serious obstructions and difficulties;" and as to the residue, the papers recorded in the case show that quiet possession was, ten years ago, certainly not to be had. The causes of the Native opposition appear clearly in the reports of (see *ante*, p. 29) the District Land Purchase Commissioner.

A more careful examination of the area which the Natives admitted was Webster's showed that, out of the 18,000 acres included in the survey,\* there were about 7,500 acres so admitted to have been formerly sold, instead of 6,000 as estimated by Mr. Hay at first.

Auckland, 26th September, 1861.

F. D. BELL,  
Land Claims Commissioner.

\* Made by the Government when negotiating with the Natives for the purchase of the Piako block of land, with a view to a settlement of the disputes about the land claimed therein.

This concludes what I have to say with respect to Mr. Webster's claims and the treatment they received from the duly-constituted Courts in the colony to which they were submitted for examination. All the original documents in any way connected with the said claims, all original Native deeds, and letters showing the nature of the transactions between Webster and the Natives, the original evidence of all witnesses (Native or European), all the Crown grants originally issued to Webster, all the conveyances of land by Webster to his purchasers, all the original awards and reports made by the several Commissioners from time to time in each claim are still extant in Wellington among the records of the Land Claims Court, and the foregoing insertions in this document have been copied from the said records.

It will be now necessary to point out the inaccuracies in the report of the Committee on Foreign Relations of the Senate of the United States regarding Mr. Webster's claims:—

1. *Statement*, page 37, pars. 2 and 5.—That Mr. Webster claimed 500,000 acres, for which he paid the Natives a consideration of \$70,000 (£19,834).

*Answer*.—Total area claimed, as notified in the *Gazette*, 132,300 acres; consideration paid, in cash and merchandise, as proved before the Court, the goods being estimated at three times their retail selling price in Sydney, £5,876.

2. *Statement*, page 39, par. 1.—That “he (Mr. Webster) has had no day in Court, and his lands have been confiscated without a hearing and without notice.”

*Answer*.—The sworn evidence of Mr. Webster in every one of his claims, as given before a Commissioner, signed by Mr. Webster himself in each case, is extant in the records of the Land Claims Court, and has been printed in the foregoing part of this document.

3. *Statement*, page 39, par. 7.—“This refusal to confirm ‘grants made to’ Mr. Webster was not attempted to be justified on the ground that ‘land claims marked “305H” and “305J” were not in the ‘undisputed possession’ of Webster, but solely on the ground of ‘the largeness of the grants already made in your [Webster’s] name.’”

*Answer*.—The evidence previously printed herein, on pages 10 and 11, shows that, in respect of 305H, the claim was absolutely opposed by the Native owners, and disallowed by the first Commission; and that, in respect of 305J, the Natives would admit that two small pieces only (supposed contents unknown) of the Mercury Island had been bought by Webster.

Mr. Webster, in a letter of 4th November, 1840, to Mr. J. H. Williams, United States Consul at Sydney, states: “I have another island, called the Mercury Island, which contains about 16,000 acres.” In the claim to the Commissioners he states the area to be 6,000 acres, the actual area on survey being 4,090 acres.

4. *Statement*, page 39, last par.—“As Mr. Webster never got an acre of land in New Zealand from all the extensive purchases he made from the chiefs, and as the British Government seized and sold all the lands conveyed to him by the chiefs for his own use and benefit, in which British subjects were not interested, it becomes impossible to find any ground for the statement of Lord Carnarvon, that he ‘not only had no claim to compensation, but that he had been treated with exceptional liberality.’”

\* \* \* \* \*

“The facts which explain this statement are as follows: While Mr. Webster was engaged in purchasing lands from the chiefs, some of his friends in Australia, who were British subjects, employed him to purchase several tracts of land—in all, about fifteen thousand acres—for them. They furnished the means, and he took the titles in his own name, being on terms of peculiar friendship with the chiefs, and afterwards admitted the rights of those British subjects in the presence of the Commission, who proceeded to confirm the titles to them.”

*Answer*.—Webster had grants made to himself of 5,000 acres, besides the grants for 12,655 acres, which were made at his request and upon his sworn evidence, to parties who had purchased from him, over and above a grant to himself of 8,080 acres at the Great Barrier Island, and of 8,119 acres of the same island to Abercrombie, and 8,070 acres to Nagle, his partners. Webster did not, in any single case, act as the agent for others; as can be seen from the terms of the caveat lodged by Messrs. Chambers and Holden, printed on page 5, in relation to claims made by derivative purchases from Webster. The Great Barrier claim was made in the names of Abercrombie, Nagle, Webster, and Co., in partnership. A gross award of 24,269 acres was made in favour of the partners, and subdivided by partition as aforesaid between the individuals forming this partnership. Total awards to Webster himself, 13,080 acres. Gross awards to Webster and his assigns in respect of all his claims, 41,924 acres.

5. *Statement*, page 40, par. 7.—“He insists that his rights have been overslaughed because of his repeated refusals to renounce his allegiance to the United States and to become a British subject.”

*Answer*.—The correspondence previously printed on page 6 shows that the Governor required Mr. Webster to declare whether he advanced his claims as a foreign subject or a British subject; and his reply and subsequent conduct proves that he elected to come before the Commissioners as a British subject. Mr. Webster did not become naturalised in the colony. There was no naturalisation ordinance passed in the colony before 1845.

6. *Statement*, page 40, par. 9.—“At Great Barrier Island there was then a whaling-station much resorted to by fishermen, and Mr. Webster sought to convey it to the United States as a valuable acquisition.”

*Answer*.—The Great Barrier Island contains by survey 71,800 acres. Webster and his partners claimed 20,000 acres thereof only. An award in their favour was made for 24,269 acres, as above stated. The remainder of the island continued in the possession of the Natives. Both Webster's partners and co-owners in part of the island were British subjects, William Abercrombie being a member of a firm of English merchants at Sydney, and Jeremiah Nagle, being master of the British ship “Neptune,” of Liverpool, trading between England and Sydney. How could Webster, under these circumstances, pretend to convey the whole island to the United States, and especially by a letter to the United States Consul dated 4th November, 1840, the colony having been proclaimed on the previous 14th January?

7. *Statement*, page 42, par. 7.—“British subjects now hold lands under the same conveyances made to him, confirmed by the Commission, as to such subjects, which have been treated as if they had no existence when invoked in support of Mr. Webster's rights.”

*Answer*.—The evidence in Webster's claims clearly shows that no person obtained any land in Webster's claims except through Webster, and after proof that Webster had made a *bonâ fide* purchase from the Natives, and had sold the land to the person claiming it.

I have to remark that in the year 1874 the Secretary of State, in a despatch to Governor Sir James Fergusson, required a report on Mr. Webster's claims, in order to reply to a complaint made by Mr. L. C. Duncan, on behalf of Mr. Webster, that he had been treated with injustice in their adjudication.

Mr. O'Rorke, the then Commissioner, and at present Sir G. M. O'Rorke, Speaker of the House of Representatives, furnished to the Governor, for transmission to the Secretary of State, a full report on the claims, together with an opinion from Mr. Whitaker as to the accuracy of such report (who had been personally acquainted with all the details of Mr. Webster's land transactions at the Piako), and a further report from Dr. Pollen, then Colonial Secretary, who had been personally acquainted with Mr. Webster in New Zealand. (*See Appendix A.*)

In answer to the despatch transmitting these documents the Secretary of State expresses his opinion that Mr. Webster had been treated throughout with exceptional liberality; and encloses a letter from Mr. L. C. Duncan withdrawing from the position he had assumed as Mr. Webster's advocate.

I have also to add that in the year 1878 I held the office of Land Claims Commissioner, and in that capacity I had finally to determine upon the enlarged acreage to be granted to Sir Frederick Whitaker in respect of the allowance for survey and fees in connection with Webster's Piako Claim 305κ; that all the documents relating to Webster's claims came under my personal review, and I became intimately acquainted with all the facts connected therewith.

From a perusal of the documents included in this memorandum, I cannot but feel assured that the United States Senate will feel satisfied, equally with Lord Carnarvon, that Mr. Webster has been treated with very liberal justice, especially seeing that awards were made in his favour, or in favour of his acknowledged assigns, of every single acre of land which the Native owners admitted he had justly bought from them. More than this he could not have received, whether claiming as a British subject or as an American citizen.

ROBERT STOUT.

Wellington, 15th August, 1887.

## APPENDIX A.

### FORMER CORRESPONDENCE AND REPORT ON MR. WEBSTER'S CLAIMS.

The SECRETARY of STATE to the GOVERNOR of NEW ZEALAND.

SIR,—

Downing Street, 1st June, 1874.

With reference to my predecessor's Despatch No. 75, of the 30th October, 1873, I transmit to you copies of correspondence with Mr. L. C. Duncan in regard to Mr. W. Webster's claims to lands and other property in New Zealand. I shall be glad to receive a report on these claims without loss of time, in the event of your not having already replied to my predecessor's despatch.

I have, &c.,

Governor the Right Hon. Sir James Fergusson, Bart., &c.

CARNARVON.

*Enclosure.*

Mr. DUNCAN to the EARL of CARNARVON.

MY LORD,—

47, Finsbury Circus, E.C., London, 23rd May, 1874.

I have the honour to ask your Lordship's attention to the communication addressed by Messrs. Kimber and Ellis, in September of last year, to Her Majesty's Principal Secretary of State for the Colonies, urging the claims of Mr. W. Webster, a citizen of the United States, in respect of certain lands in New Zealand. In a note from the Colonial Office acknowledging receipt of that communication it was stated that his Lordship would "forward a copy of it to the Governor of the colony, with a request that the subject may be reported upon." A letter of the 20th February from New Zealand brings Mr. Webster information that about a month previous thereto "the original documents in the Crown office had been referred to the Governor, the Home Government having written asking inquiries to be made," &c.

Being now charged by Mr. Webster with the conduct of his claims, I respectfully beg leave to direct your Lordship's attention, in addition to the foregoing, to the communication of the then Envoy Extraordinary and Minister Plenipotentiary of the United States addressed to the Earl of Aberdeen, at that time (December, 1843) Her Majesty's Principal Secretary of State for Foreign Affairs. In that communication the principles are stated upon which Mr. Webster relies for the recognition of his rights by Her Majesty's Government, and for protection for those rights by his own. In the reply of Lord Aberdeen, dated 10th February, 1844, the statement occurs that, "where aliens had acquired lands from the chiefs prior to the proclamation of the Queen's sovereignty there, and that fact was undisputed, the claims should be acknowledged; but that where a doubt arose whether the alien made a *bonâ fide* purchase of the land, the settler should be treated as any British subject, and his claim disposed of accordingly." Here I ask leave to call your Lordship's very special attention to the important circumstance that Mr. Webster "*had* acquired all his lands from the chiefs *prior* to the proclamation of the Queen's sovereignty, and that fact is undisputed." Notwithstanding this undisputed and indisputable fact, it was only after the lapse of many years that about 16,500 acres were awarded to Mr. Webster out of 350,000 acres bought and paid for by him "*prior* to the proclamation of the Queen's sovereignty" over those islands.

I have now to ask your Lordship's attention to the reply from the Foreign Office (dated 30th October, 1873) to the communication addressed by Messrs. Kimber and Ellis in September of that year to the Right Hon. the Earl of Kimberley, and to request that I may be informed whether it is the view of Her Majesty's present Government that Mr. Webster should be referred to the Colonial Government to obtain redress for the losses and injuries he has sustained from the acts of official personages executing the orders of the *Home* Government, or acting in their official capacities *ultra vires*. Mr. Webster desires respectfully to state that he should be obliged to decline to recognize the Colonial Government as his debtor in respect of the claims put forward by him, and, that he may know precisely the views of Her Majesty's Government upon this point, in order to determine his own course, he begs that your Lordship will relieve him from the doubt raised in his mind by the somewhat ambiguous language of the last paragraph of Mr. Herbert's note. At the period of life he has now reached Mr. Webster can ill afford to abide delays, and, as he has remained in London until this time, in the hope that the report from the Governor would be sent forward without undue delay, and that upon receipt of it Her Majesty's Government would be not only ready and willing, but also prepared, by a sufficient acquaintance with the facts, to deal with his claims, he hopes the arrival of such report at the Foreign Office will be kindly notified to him through the undersigned. While yet in England Mr. Webster is desirous that your Lordship may, if possible, indicate a *modus agendi* which would admit of his personally bringing this most serious business to a speedy conclusion in some manner alike just, honourable, and satisfactory to Her Majesty's Government and to himself. Finally, I beg leave to submit herewith, for convenience of reference by your Lordship, a printed copy of the statement of Mr. Webster's case as laid before the Right Honourable the Earl of Kimberley by Messrs. Kimber and Ellis.

The Right Hon. the Earl of Carnarvon,  
Her Majesty's Principal Secretary of State for the Colonies.

I have, &c.,  
L. C. DUNCAN.

The GOVERNOR of NEW ZEALAND to the SECRETARY of STATE for the COLONIES.

MY LORD,—

Government House, Wellington, 1st August, 1874.

According to my promise in my Despatch No. 55, of yesterday, sent by way of San Francisco, I have now the honour to transmit copies of minutes upon the correspondence transmitted by the Earl of Kimberley in his Despatch No. 75, of the 30th October, 1873, and by your Lordship in your Despatch No. 23, of the 1st June, 1874, by the Commissioner of Crown Lands and the Colonial Secretary, the latter of whom knew Mr. Webster during the period of his residence in New Zealand, and is well qualified to judge of the merits of the case. These Ministers set forth the entire history of the transactions between the Government and Mr. Webster.

2. The most important point appears to be his present claim that his case should have been considered strictly as that of an American citizen. The records show that he elected to have his claims referred to the Commission appointed for the purpose of adjudicating upon such claims to land not granted by the Crown, after he had been informed by the Governor that he could only consent to their being "laid before the Commissioners in the usual way" if "they were lodged as a British subject." Mr. Webster, indeed, made no such explicit declaration, but replied, I am told, after some hesitation, "I wish my claims to be laid before the Commissioners, and am willing to take my chance with all others." He appeared and prosecuted his claims before the Commissioners.



There is no record of his having made any protest against their awards, and he must be held to have accepted them, as he received the Crown grants made in pursuance thereof, and sold or mortgaged all the land so granted. His claims were, in fact, treated with exceptional indulgence, and admitted to a larger extent than those of any other individual.

3. I shall, should your Lordship deem it necessary, transmit certified copies of the documents quoted in my enclosures. They are very voluminous, and I think that the correct quotations will demonstrate sufficiently, especially in the absence of any representation from the Government of the United States, that Mr. Webster has no rights as an American citizen, and that his claims were properly decided by competent authority.

I have, &c.,

JAMES FERGUSSON.

MEMORANDUM for His Excellency the GOVERNOR by the COMMISSIONER of LAND CLAIMS in respect of certain Land Claims in New Zealand of Mr. WILLIAM WEBSTER.

THE information required concerning this claim relative to the points mentioned in the report by the Emigration Board, enclosed in Despatch No. 75, is given herein, taking the various points seriatim:—

1. "The dates and extent of the several purchases made by Mr. Webster, and the consideration for each."

The information required under this head will be found in the schedule attached hereto.

2. "The claim preferred by him to the first Commission, and the grounds on which his grant was limited to 2,560 acres, and on which he was denied the benefit of Lord John Russell's instructions of March, 1841."

In a letter dated the 20th July, 1841 (marked 1), Mr. Webster first preferred his claims in the following terms: "I have sent seven copies of titles to land and seven statements of purchases, which I beg you will lay before the Commissioners, for examination only. I have sent all my claims to land in this country before the United States Government, by the advice of the American Consul of Sydney; and I trust His Excellency Governor Hobson will not suffer any of my lands to be interfered with until the question is settled." He further states that he was willing to come forward to prove all his purchases, but requested to be allowed time in which to do it. He trusted that when his claims were examined the Commissioners would understand that they were all bought before any Government was formed in New Zealand.

Governor Hobson minuted Mr. Webster's letter as follows: "Mr. Webster must distinctly state whether he claims land in New Zealand as a British or an American subject. If the former, his case must take the course the law prescribes; if the latter, his claims for land must depend upon the decision which may be arrived by the joint consent of both Governments. But Mr. Webster in seeking assistance from a foreign Government must relinquish all the rights of a British subject, such as the ownership of a British vessel, which, I understand, he now possesses.\* [If] the claims of Mr. Webster be lodged as a British subject,\* [I will] consent to their being laid before the Commissioners in the usual way."

Mr. Webster was informed accordingly, and in his reply dated the 3rd October, 1841 (marked 2), said, "I wish my claims to be laid before the Commissioners, and am willing to take my chance with all others."† His claims were then referred to the Commissioners in the usual way.

From the attached schedule of Webster's claims, it will be seen the Commissioners, Godfrey and Richmond, awarded 7,541 acres to claimant, namely: In case 714 (305)‡, 250 acres; case 715 (305A), 250 acres; case 716 (305B), 550 acres; case 717 (305c), 800 acres; case 722 (305G), 1,944 acres; case 724 (305I), 1,187 acres; case 726 (305K), 2,560 acres: total, 7,541 acres.

But, on the 18th December, 1843, in reporting on claim No. 726 (report marked 3), the Commissioners further reported that the awards should be reduced in the aggregate to the maximum grant of 2,560 acres, the reason being that clause 6 of "The Land Claims Ordinance, 1841," Session I., No. 2, 9th June, 1841, provides that "no grant of land shall be recommended by the said Commissioners which shall exceed in extent 2,560 acres, unless specially authorised thereto by the Governor with the advice of the Executive Council."

3. "On what grounds the second Commission altered the previous decision in his case."

The second Commission (R. A. FitzGerald, Commissioner), appointed under "The Land Claims Ordinance, 1844," Session III., No. 3, having been authorised by a minute of the Executive Council, dated the 10th April, 1844, recommended an extension of the award of the previous Commission on the following grounds, given in a memorandum dated the 22nd April, 1844 (marked 4): (1.) That the outlay of Mr. Webster on his land claims amounted to £7,787 13s., which according to the scale of valuation in the Land Claims Ordinance would entitle him to be considered as having paid for 50,904 acres, and, even limiting his outlay to the mere payments to the Natives, he would be fairly entitled to 17,950 acres. (2.) That, considerable sales of land having been made by him on the faith of all his valid purchases being recognised by the Crown, he would be likely to be overwhelmed with lawsuits, and subjected to great losses, if not treated with great liberality by the Governor (Captain Fitzroy).

For these reasons Commissioner FitzGerald recommended that there should be granted to Mr. Webster himself 5,000 acres, and to purchasers from him 12,655 acres, in all 17,655 acres. The Governor approved of these recommendations, and the grants were issued on the 1st May, 1844.

\* Original torn.

† Mr. Webster avoids a definite answer to the Governor's question whether he claims as a British or an American subject.

‡ In explanation of the dual numbers used in this report, it should be stated that in the interval between 1841 and 1856 most of the original claimants had sold their claims or some of them, so that the system of including all the claims of the same owner into one case under the same number with a differential letter for each separate claim, adopted by the first Commission, was no longer applicable. Commissioner Bell therefore renumbered the whole series of cases, giving to each claim therein a separate number, and so that the 459 cases of the first Commission became 1,049 claims under the third Commission.



In Claim No. 36 (32), of Abercrombie, Nagle, Webster, and Co. (report marked 5), the first Commission recommended no grant, on the ground that the claimants had already received the maximum grant of 2,560 acres. Governor Fitzroy queried this award, and Commissioner FitzGerald replied that they had received grants "nowhere as a company, and only Webster individually."

The case was brought before the Executive Council on the 18th June, 1844,\* and it was submitted for the consideration of the Council that according to the report of the Commissioners the claimants had validly purchased a considerable part of the Great Barrier Island, but as one of them, Mr. Webster, had already been awarded a large grant upon his other claims, the Commissioners had not awarded any grant in respect of this claim to either of the parties; that the case was one of extreme hardship, and that a benefit would accrue to the colony by awarding a grant of a part of the Barrier Island to enable the claimants to proceed with their mining operations, upon which much capital had already been expended. The Council were unanimously of opinion that a grant should be awarded of part of the Barrier Island.

Governor Fitzroy gave instructions that all that part of the island which the Commissioners had reported to have been validly purchased should be granted to the claimants; and on the 6th July, 1844, grants were issued as follows—namely: to W. Abercrombie, 8,119 acres; to J. Nagle, 8,070 acres; to W. Webster, 8,080 acres: total, 24,269 acres.

4. "The judgment of the Commission on the title-deeds which he is said to have left in their hands when he quitted the colony in 1847."

The title-deeds said to have been left by Mr. Webster in the hands of the Commissioners can only be those connected with the claims reported upon by them, for Mr. Webster asserts he proved all his claims to the satisfaction of the Commissioners; and it has always been the practice of the Court of Claims that the original deeds of purchase should be deposited and recorded in that Court.

Of the fourteen claims preferred by Mr. Webster, the Commissioners reported that in eight† claims—714–717, 722, and 724–726 (305–305c, 305g, and 305i–305k)—*bonâ fide* purchases had been made; in one claim, 723 (305h), the purchase was not made from the rightful owners; in one claim, 727 (305m), the purchase was not completed at the date of Sir G. Gipps's Proclamation, 14th January, 1840. Four 718–721—(305d, 305e, 305f, and 305l) were withdrawn by the claimant.

In the case of Abercrombie, Nagle, and Webster, Claim No. 36 (32), the Commissioners reported a *bonâ fide* purchase; and in Claim No. 31 (29b), of Peter Abercrombie, in which Webster had sold the land to claimant in 1839, that, the claim being derived from W. Webster, to whom the maximum grant of 2,560 acres had been awarded, no grant could be recommended, and no expression of opinion as to the validity of the purchase was given.

The records of the Land Claims Court furnish no explanation of Mr. Webster's omission to appeal to the Home Government; but it would appear from them he had no grounds whatever for making any appeal. When Mr. Webster quitted the colony in 1847 he could have had no interest in any of his claims, for he had sold the whole of the land granted to him, or awarded in seven of his claims, in or prior to the year 1844; and the land in the other, the Great Barrier claim, was mortgaged, and fell into the hands of the mortgagees.

The claim of Mr. Webster in the Bay of Plenty, of which it is alleged the Government took possession, and felled spars for the use of Her Majesty's navy to the value of £8,000 to £10,000, appears to be No. 723 (305h), concerning which the Commissioners reported that it had not been purchased from the rightful owners.‡ In the evidence of one of the Native chiefs opposing this claim of Webster's the following passage occurs: "When Captain Wood, in the 'Tortoise,' Pehi, and Hokianga (the sellers to Webster) came to Tauranga to ask me and my party to go with them to drag out spars from this land for Captain Wood, in order that both parties might obtain payment, we consented that some of our party who lived at Tuhua (Mayor Island) should go."

In the appendix to Commissioner Bell's Report on the Land Claims (Appendix, H.R., 1863, D.—No. 14), the final adjudication upon Mr. Webster's claims under the Land Claims Settlement Acts, 1856–58, will be seen.

Mr. Webster's estimate of the extent of some of his claims has varied considerably, as will appear from the following comparison of area as stated to the Government in Sydney and Auckland respectively:—

		Sydney.		Auckland.
Claim No. 715 (305a)	...	600 acres	...	250 acres.
Claim No. 717 (305c)	...	2,500 acres	...	800 acres.
Claim No. 722 (305g)	...	40,960 acres	...	10,000 acres.
Claim No. 726 (305k)	...	100,000 acres	...	80,000 acres.

It may be remarked that in two of Mr. Webster's claims, those at Point Rodney and Piako, complications with the Natives have arisen, and quiet possession cannot be obtained. Mr. Webster sold the Point Rodney claim to a Mr. Dacre in 1844, who took possession without opposition. In 1859 some Natives set up a claim to a portion of the land which was not admitted by the Government or Dacre; but the Native opposition to Dacre's occupation of the land gradually increased until in 1862 they drove off a tenant of Dacre's and some woodcutters. The Government endeavoured to induce the Natives to relinquish their claim, but without avail. The Natives took possession of the land, and have—or had in 1871—several large settlements and cultivations upon it; and it is stated by the Superintendent of Auckland that any attempt to remove them would require to be made with an armed force. The Government, being unable to give Dacre quiet possession, ultimately issued scrip in exchange for the land to the amount of £1,458, which Mr. Dacre received.

Concerning the Piako claim, Commissioner Bell states, in his award dated the 26th September, 1861 (marked 8): "It is certain that, as regards the Piako claim, notwithstanding the evidence before Commissioner Godfrey in 1842, the Natives would never have agreed to give up possession

\* Extract from the minutes marked 6.  
evidence marked 7.

† *Vide* schedule and Commissioners' reports.

‡ *Vide* report—

to the extent Webster claimed to have purchased. When Johnson\* tried to go on the land comprised in his grant (for 1,280 acres) he found serious obstructions and difficulties; and, as to the residue, the papers recorded in the case show that quiet possession was, ten years ago, certainly not to be had. From time to time the Natives offered land for sale to the Government, nominally as new blocks, but really including the greater part of the claims of Webster and another man named Cormack, and in the years 1853-54 instalments were paid on the land thus offered to the amount of £750, whereof £550 related to the land alleged to have been bought by Webster."

The Land Purchase Commissioner for the Piako and Thames District reported in 1856-57, with respect to Webster's claim, in the following terms: "With regard to Webster's purchase, I could do nothing, as I had no names to go by with regard to the boundaries, and a long time has elapsed since the purchase. Moreover, the Ngatihaura, who, as vassals of the Ngatipaoa at the time of the purchase by Webster, did not then dare to say anything, have now, from the decline of the influence of the chiefs, come forward and denied the sale of the frontage from Mauhoru to Angapunga stated to have been purchased by Webster; and declare his eastern boundary to be that laid down upon the accompanying plan. I have also shown in this plan what they state to have been his western or back boundary. In consequence of the facts above stated, and from the frontage to the river having been supposed to be twice its actual length, the purchase by Webster turns out to be only about six thousand acres. They have refused the sum offered yesterday (£50, on the 10th November, 1857), because they did not consider it sufficient, and also because they maintain that some payment ought to be made by Government on account of Webster's purchase. With regard to this purchase, they have been most consistent in asserting that, though their names were signed together in token of their assent, and their evidence before the Commissioners' Court went to prove that the purchase was a *bonâ fide* one, still they were induced to act thus by the promises and representations of Webster, and that at that time they hardly knew the importance of the steps they were taking. I may observe that the sum promised by Webster was five times the amount paid by him: it is needless to state the promise was not kept. . . . I had one continued discussion with the Natives with regard to Webster's claim, but they were always most consistent, ignoring entirely the boundaries as laid down in any documents to which I had access. From all that I have seen, I am inclined to think that the Natives are in the right—at any rate, far more so than the European in this instance. The land included in Webster's claim that was retained by them south of Pouriuri amounts to about three thousand acres. Out of this I have since purchased and paid for finally about twelve hundred acres."

In 1857 the purchase by Government of the Piako Block was completed, and among his remarks with regard to it Commissioner Bell says, "A more careful examination of the area which the Natives admitted was Webster's showed that, out of the 18,000 acres included in the survey, there were about 7,500 acres so admitted to have been formerly sold, instead of 6,000 as estimated by Mr. Hay at first."

The Crown grants already issued in this claim having been called in and cancelled under the Land Claims Settlement Acts, 1856-58, the Government were obliged under those Acts to make good the title of the claimants to the area specified in the cancelled grants, together with an additional sixth. To do this would take much more than the area allowed by the Natives to have been sold to Webster; and Commissioner Bell, referring to subsections A and B of section 23 of the Land Claims Settlement Act of 1856, says, "The boundaries described in the grants being of more than sufficient extent, the grantees were consequently entitled to the award of quantity, and no discretion was left to me."

Mr. Bell accordingly directed that the claimants to the land should select land to the extent of 14,319 acres within the boundaries included in the settlement of the Piako Block made by the Government in 1857.

Mr. Bell further says, "I do not consider it reasonable to require an immediate selection, as no one could be expected to commence occupation at Piako till the restoration of peace and order." To this day the position of Native affairs at Piako has remained such that no survey of these selections could be attempted.

The correspondence with Mr. Hamilton, Private Secretary to Governor Fitzroy, referred to by Messrs. Kimber and Ellis, is not recorded in the Land Claims Court, but will probably be found among the archives of Government House.

All original records in Mr. Webster's claims are forwarded herewith, with the more important documents duly noted.

I have observed a note of Mr. Webster's appended to his statement of seven claims, attached to his letter of the 20th July, 1841 (No. 1), in which he says, "There are thirteen other pieces of land bought by me, and the titles are missing or taken away, but as soon as they can be† [found] the particulars will be sent in; the whole of my different purchases amount to twenty-seven pieces of land." It is to be presumed that these missing documents were not found; at any rate, the claims which they represented were not preferred to the Commissioners, and, undoubtedly, had they been, they would have been disallowed.

Upon reviewing the whole case, it would seem that, though Mr. Webster did not "distinctly state" whether he preferred his claims as a British or an American subject, the plain inference to be deduced from his expression, "I wish my claims to be laid before the Commissioners, and am willing to take my chance with all others," is that he did so prefer them as a British subject. It is evident that it was so understood at the time, for Mr. Webster, in his evidence before the Commissioners in preferring his claims, in no instance appears to have alluded to his rights as an American citizen; nor, although he remained in the colony about three years after the settlement of his claims by the second Commission, did he ever make them a ground for preferring any claim upon the Government.

\* Johnson purchased from Webster a portion of his claim.

† Original torn.

The area in Mr. Webster's claims has been greatly overstated, as a reference to the column "Area surveyed" in the appendix to Mr. Bell's report (Appendix H.R. 1863, D.—No. 14) will show, and, as a total area of 25,735 acres was granted in his claims by the second Commission, it would appear that Mr. Webster was treated with excessive liberality—on a scale indeed not accorded to any other claimant in the whole history of the Land Claims Court.

Before closing this report in respect of purchases made from the aborigines by Mr. Webster before New Zealand became a British colony, I desire to summarise the facts with regard to the Piako claim. It appears from the papers that Mr. Webster originally claimed 80,000 acres at the Piako; that he sold one-half—40,000 acres—of his alleged rights to Mr. Peter Abercrombie, and subsequently 25,820 acres to various other persons. This Piako claim was allowed, and, under the recommendation of the second Commission, 12,674 acres were granted to him and those who purchased from him, and he subsequently sold and conveyed to a purchaser his own portion. But it was afterwards found—upon the survey of the Government purchase at Piako—that the area admitted by the Natives to have been purchased by Webster amounted to only 7,500 acres; while under the existing land-claim laws an award to the extent of 14,319 acres has been made, so that the Colonial Government has been at a considerable loss in connection with the claim.

I regret the delay that has occurred in furnishing a report upon this case, but I deemed it necessary to take the papers with me to Auckland to inquire into it there.

G. MAURICE O'ROKKE,  
Land Claims Commissioner.

Court of Claims, Wellington, 21st July, 1874.

NOTE.—The enclosures referred to in this report are not printed herewith; the information therein will be found in the insertions to the memorandum printed in the earlier part of this document.

#### OPINION of Mr. WHITAKER on foregoing Report.

THE draft report appears to me to have been carefully compiled, and, with one omission, to give a correct and sufficient account of Mr. Webster's land transactions as brought before the Government in respect of purchases made from the aborigines before New Zealand became a British colony. The omission I refer to has reference to the Piako claim. It appears from the papers that Mr. Webster originally claimed 80,000 at the Piako; that he sold one-half of it, 40,000, to Mr. Peter Abercrombie, and subsequently 25,820 acres to various other persons; that the whole block is found to contain only 18,000 acres, and that the quantity admitted by the Natives to have been purchased by Mr. Webster amounts only to 7,500 acres. It should, I think, be added to this that the Piako claim was allowed, that 12,674 acres were granted to him and those who purchased from him, and that he subsequently sold and conveyed to a purchaser the portion granted to him.\*

Although it is true that Mr. Webster, when required to do so, did not distinctly state whether he preferred his claim as a British or American subject, yet he distinctly elects to be treated in the same way as British subjects—by stating it to be his wish that his claims should be laid before the Commissioners and that he was willing to take his chance with all others; by appearing before the Commissioners when his claims were referred as wished by him, and prosecuting them; and by accepting the Commissioners' awards, receiving the Crown grants made in pursuance of them, and selling or mortgaging all the land thus granted to him.

There is no doubt that Mr. Webster was treated with greater liberality than any of those he was willing to take his chance with, and I cannot see that he has any reasonable claim on the British Government, Imperial or Colonial.

20th June, 1874.

FREDK. WHITAKER.

#### MEMORANDUM for His Excellency the GOVERNOR (Mr. William Webster's Claim).

I KNEW Mr. Webster during the period of his residence in New Zealand from January, 1840. He was what was then called a "trader" on the coast, and was known to represent or to be supported by Sydney merchants.

Towards the close of the year 1839, when it became certain that the sovereignty of New Zealand was about to be acquired by Great Britain, Mr. Webster, as did many others, dealt largely with Natives for land, or rather for land claims. There was then no way of ascertaining the right to land of the Natives who took "trade" for their signatures; there was no survey, and the estimate of area within the boundaries, when any boundaries were defined in the deeds of conveyances, was almost always excessive—in many cases ridiculously so. Hence the exaggerated character of some of the claims.

The early land-purchases which were made with deliberation and care and in accordance with Native usage were rarely questioned; but those which were made in haste immediately before January, 1840, and, as it were, more for the purpose of getting up a "claim" than of acquiring a title, were commonly repudiated by the Native owners of the land. Some of Mr. Webster's claims are in this category.

Mr. Whitaker, of Auckland, who has a derivative title through Mr. Webster to a large block of land in the Piako district, has not to this day been able to get possession from the Natives. It will be necessary, in order to keep the faith of the Crown (as the land in question was awarded to Mr. Webster by the Land Claims Commissioner), and to preserve the peace of the country, either to extinguish the Native title to this land by purchase or to find for Mr. Whitaker an equivalent elsewhere. A proposal with a view to settlement of this claim is now before this Government.

Mr. Webster's failure was, as I recollect, of the usual commercial character; he was already in difficulties, as shown by his arrest in Sydney in 1840,† and his insolvency was completed in the financial crisis of 1842-43 in New South Wales, by which his principals there were affected. His misfortune was never, so far as I know, until now attributed to the action of the Colonial Government or of the Imperial Government. If any such complaint had been made in the early days of

\* The draft report was amended accordingly.

† See Mr. Dacre's affidavit in printed statement.

settlement, I think that I must have heard it. I do not think that it would have been made in the presence of any person familiar with the facts. It may at present be regarded as a lawyer's plea merely, on his client's behalf.

29th July, 1874.

DANIEL POLLEN.

Despatch from the SECRETARY of STATE to the GOVERNOR.

MY LORD,—

Downing Street, 28th November, 1874.

With reference to Sir J. Fergusson's Despatch No. 57, of the 1st of August, transmitting reports by the Commissioner of Crown Lands and the Colonial Secretary on Mr. W. Webster's alleged claim to certain lands in New Zealand, I enclose, for your information and for communication to your Ministers, a copy of a letter which I have caused to be addressed to Mr. L. C. Duncan on the subject, together with a copy of the letter which I have received from him in reply.

I have, &c.,

The Most Hon. the Marquis of Normanby, K.C.M.G., &c.

CARNARVON.

*Enclosures.*

Mr. HERBERT to Mr. DUNCAN.

SIR,—

Downing Street, 17th November, 1874.

With reference to your letter of the 23rd May, 1874, and to the reply from this office of the 1st of June, I am directed by the Earl of Carnarvon to inform you that his Lordship has received the report from the Governor of New Zealand which he was called upon to furnish upon Mr. Webster's claims in respect of certain lands in New Zealand.

Lord Carnarvon desires me to inform you that, this matter having been most carefully inquired into, the only conclusion which his Lordship can come to is, that not only has Mr. Webster no claim to compensation, but that he has been treated throughout with exceptional liberality.

I have, &c.,

L. C. Duncan, Esq.

R. G. W. HERBERT.

Mr. DUNCAN to Mr. HERBERT.

SIR,—

47, Finsbury Circus, London, 19th November, 1874.

I have the honour to acknowledge the receipt of your communication of yesterday referring to one addressed by me to the Colonial Office on the 23rd May of this year.

It is proper that I should take this occasion to say that, since the date of my previous note, I have been thoroughly convinced that Mr. Webster, the individual referred to therein, is a person in whom no confidence whatever is to be placed. I regret that, deceived by his specious manner and plausible story—as no doubt many others have been—I should have caused the Colonial Office of Her Majesty's Government the trouble of investigating his claims anew.

I have, &c.,

Robert G. W. Herbert, Esq.

L. C. DUNCAN.

APPENDIX B.

RESOLUTIONS ADOPTED IN THE SENATE OF THE UNITED STATES OF AMERICA ON  
MR. W. WEBSTER'S LAND CLAIMS IN NEW ZEALAND.

26TH JANUARY, 1887.—*Resolved by the Senate*, That, after due examination of the matters presented in the petition of William Webster, and the evidence brought to their attention in support of his claim for indemnity from the British Government for lands in New Zealand, purchased by him in good faith from Native chiefs, and duly conveyed to him before the Government of Great Britain acquired the sovereignty over that country by a treaty made with said chiefs, the Senate of the United States consider that said claim for indemnity is founded in justice, and deserves the cognisance and support of the Government of the United States; and that said claim, as a claim for money indemnity, was not presented by the United States to Great Britain prior to September, 1858.

*Resolved*, That the President is requested to take such measures as, in his opinion, may be proper to secure to William Webster a just settlement and final adjustment of his claim against Great Britain, growing out of the loss of the lands and other property in New Zealand of which he has been deprived by the act or consent of the British Government, and to which he had acquired a title under purchases and deeds of conveyance from the Native chiefs, prior to the 6th February, 1840, and prior to any right of Great Britain to said islands.

*Report of the Committee.*

THE Committee on Foreign Relations, to whom was referred the petition of William Webster, a citizen of the United States, relating to his claim against the Government of Great Britain, respectfully report:

The petition discloses and the evidence found in public records heretofore submitted to Congress and to the Department of State supports the claim of William Webster to indemnity for the seizure and sale, under the authority and direction of the British Government, of certain large bodies of land in New Zealand, the rightful property of said Webster.

The several tracts of land claimed by the petitioner are designated by red lines drawn on the chart found in Appendix No. 1,\* which accompanies this report, and are estimated as containing five hundred thousand acres.

William Webster claims these several tracts of land under regular deeds of conveyance to him, made by several New Zealand chiefs exercising full sovereign powers over their respective tribes at the time and long prior to the dates of the conveyances.

The execution of these deeds has been proven before a Commission, appointed by the British Crown, which sat at Auckland. The boundaries of Webster's lands are marked upon the chart found in Appendix No. 1 to this report, and each tract is numbered and lettered.

Mr. Webster produced his deeds before said Commission and the chiefs who executed the same, and they established, as did other witnesses, the execution of the deeds to the lands claimed by him, and that he paid the chiefs and tribes a consideration for the purchase amounting, in the aggregate, to more than \$70,000. Some of these deeds have been lost, without the fault of Mr. Webster, and others, possibly all of them, are of record in some form among the archives of the Commission. Neither the Government of Great Britain or New Zealand has ever disputed the execution of these deeds, or their consideration, or that they were made by tribal chiefs who had full sovereignty at the time within the limits of their respective territorial dominions.

So the Committee assume, with confidence, that there was no flaw in the title of Mr. Webster to the lands described in these conveyances, and that these chiefs could make valid conveyances of them, whether by deed to private owners, or by treaty to the British Government, or to any other Power.

All the conveyances to Webster are of older date by several years than any claim of Great Britain to the ownership of any lands in New Zealand, or to sovereignty and dominion over that country. They were made before Great Britain attempted to colonise that country with her subjects, or to assert any ownership of lands in those islands, either by treaty or by force. The Islands of New Zealand at the time these deeds were made to Webster, and at the time that Great Britain by treaty acquired the sovereignty of the country (on the 6th February, 1840), were under the sovereignty, dominion, and government of a number of the tribes of New Zealand, each of them having territorial boundaries distinctly ascertained and guarded carefully against intrusion by other tribes. They were a warlike people, and were frequently embroiled in conflicts about their respective tribal boundaries, in respect of which they were very jealous of each other.

When Great Britain determined to acquire dominion over New Zealand by treaty, and to acquire that possession by agreement, and not by force, she could find no sovereign there with whom to treat respecting the entire country, but made her treaty with the chiefs of each tribe.

Great Britain, in gaining the sovereignty of the country and a qualified ownership in the lands, did precisely what Webster had done long before in getting a title to his lands, and that was, to go to each chief of each tribe and negotiate with him as a sovereign ruler within the limits of his own territory. The same chiefs that had conveyed these lands to Webster, for a valuable consideration, afterwards conveyed to Great Britain a partial interest in their public lands and political dominion over them, as Sovereign, in consideration of the blessings that they would receive in becoming British subjects, as is stated in the Third Article of the treaty of the 6th February, 1840.

That treaty is copied on pages 6 and 7 of Appendix No. 1. It is the sole basis of any right of dominion, or property, that the British Government has ever acquired in those Islands. Whatever may have been the previous designs of that Government as to the acquisition of New Zealand by conquest, the treaty of the 6th February, 1840, placed the chiefs of the tribes, respectively, on the footing of sovereign rulers, and recognised their full right to treat as such with Great Britain or any other Power. Proceeding in this way to gain dominion over New Zealand, Great Britain avoided all questions of prior occupancy by citizens of other countries, and committed itself to the duty of treating them with justice.

In 1839 Great Britain empowered Captain Hobson "to invite the confederated and independent chiefs of New Zealand to concur in the following articles and conditions." The New Zealanders were reconciled to British sovereignty only when that Government, in the treaty, confirmed and guaranteed "to the chiefs and tribes of New Zealand, and to the respective families and individuals thereof, the full, exclusive, and undisturbed possession of their lands and estates, forests, fisheries, and other properties which they may collectively or individually possess, so long as it is their wish and desire to retain the same in their possession." The only qualification of this otherwise unlimited right of ownership in chiefs, tribes, and private owners is, that when any of them shall desire to dispose of or alienate their possessions the chiefs yield "to Her Majesty the exclusive right of pre-emption over such lands" at prices to be fixed by agreement.

It would be difficult to select language that would more clearly import a perfect ownership in all the soil of New Zealand, in the chiefs, the people as tribes, and as private owners, than that which is guaranteed in the treaty itself. Such a title afterwards acquired by any person in Great Britain in lands to which he had no title at the time he had previously attempted to convey the land to another would, by relation and estoppel, accrue to such grantee the moment that he got such a deed, or a treaty had granted the title to him. These chiefs had conveyed these lands to Mr. Webster before the date of the treaty. As no exception is made in the treaty of the rights of the persons to whom these prior conveyances had been made, their titles are necessarily confirmed by its terms, unless they were obtained by fraud. So that Mr. Webster, if he had no other claim to the land, would be entitled under the laws of England to the benefit of the express grant in this treaty

\* The Appendices to the report are not printed herewith.

made to the chiefs from whom he had purchased and who had previously conveyed the land to him.

But his titles were of equal dignity with that afterwards acquired by Great Britain as it relates to the sovereign Power from which they are derived. They are of equal validity and force with the title of Great Britain as it relates to the fact of the prior ownership of the lands by the chiefs and tribes. They are of equal integrity as it relates to the consideration paid for these lands, and of as much greater moral value as a voluntary contract stands above one made under coercion, in the estimation of all civilised people. Mr. Webster's title came first in point of time from the same sovereign Power that Great Britain expressly recognises in this treaty, and it was purchased for value from people whom he had been at great expense and labour to benefit, and who, even in their savage state, appreciated and were grateful for his kindness. This treaty was preceded by British Royal Proclamations, prepared and issued just before the treaty was signed. It was under these Proclamations that the rights of William Webster and other American citizens in New Zealand were afterwards stricken down. These Proclamations are copied in Appendix No. 1.

The jurisdiction asserted in the first of these Proclamations is confined to "the establishment of a settled form of civil government over those of Her Majesty's subjects who are already settled in New Zealand, or who may hereafter resort thereto," and the boundaries of this colony are fixed, in the other Proclamation, "to comprehend any part of New Zealand that is or may be acquired in sovereignty by Her Majesty." If it is conceded that this is an act of sovereignty over all the islands, its date is the 13th July, 1839, which is long subsequent to the dates of the deeds to Webster.

The treaty which followed in February, 1840, ceded "to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of sovereignty which the said confederation of independent chiefs respectively exercise or possess over their respective territories as the sole sovereigns thereof." This admission of the sovereignty of the chiefs on the 6th of February, 1840, ill accords with the right of Great Britain before that date to dispose of all the lands in New Zealand as if they belonged to the Crown, as is done in the second Proclamation issued by Captain Hobson, of date the 30th January, 1840.

The disposition of Webster's lands by the British Government was made under the powers given to the Commission appointed by the Crown in the Proclamations recited.

The Government of Great Britain assumed the ownership of all lands in New Zealand, and made rules for their disposal on the 30th January, 1840, and declared then that "no titles would be recognised that were not derived from or confirmed by Her Majesty." Afterwards, on the 6th February, 1840, they confirmed by treaty to the chiefs, tribes, and individuals all the lands possessed by them, with all their forests and fisheries.

This reservation or confirmation practically covered the whole of New Zealand, for the tribes then claimed to possess as owners all the lands that they had not previously conveyed to other persons, including Webster, and as sovereigns their possession was distinctly affirmed.

Notwithstanding this treaty abrogation of the pretension of universal title in the British Crown to all the lands in New Zealand, which was declared in said Proclamations, that pretension has been constantly adhered to and enforced, as against American citizens, through the decree of said Commission, and according to the requirements of said Proclamations. At this point the question arises whether the lands acquired before the 15th June, 1839, by American citizens in New Zealand from Powers admitted by Great Britain to be sovereign inured to the Crown of Great Britain, either in virtue of the Proclamations of the 30th January, 1840, or the treaty of the 6th February, 1840. The statement of the question precludes the possibility of an affirmative answer, either as a matter of law or as a question of conscience.

But on this, the turning-point in Webster's land-claims, the Government of Great Britain has given its answer promptly and candidly in the negative. In an official letter of Lord Aberdeen, the British Foreign Secretary, to Mr. Everett, Minister to England, dated the 10th February, 1844, he says,—

(Extract.)

Lord ABERDEEN to Mr. EVERETT.

THE undersigned, Her Majesty's Principal Secretary of State for Foreign Affairs, had the honour in his note of the 3rd ultimo to inform Mr. Everett, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, that he had referred to Her Majesty's Principal Secretary of State for the Colonies Mr. Everett's note of the 26th of December last relative to the complaints brought forward by several American citizens concerning the position in which they are placed in Her Majesty's Colony of New Zealand with respect to the recognition of certain of their titles to lands in that colony, . . . . . (got) before the assertion of Her Majesty's sovereignty of those islands.

Having now received an answer from the Colonial Department, the undersigned has the honour to inform Mr. Everett, with reference to the first head of complaint, that, in consequence of certain questions raised by the American Consul at Sydney as to the rights and obligations of aliens in New Zealand, instructions were forwarded to the Governor of that Island in the month of March, 1841, upon which occasion that officer was directed to bear in mind the principle that where aliens had acquired land from the chiefs prior to the proclamation of the Queen's sovereignty there, and that fact was undisputed, the claims should be acknowledged; but that where a doubt arose whether the alien made a *bonâ fide* purchase of the land the settler should be treated as any British subject, and his claim disposed of accordingly.

To this arrangement Her Majesty's Government have since announced their determination to adhere, on the occasion of a reference being made by the Governor of New Zealand on an application from a Belgian settler relative to the claims of the subjects of foreign Powers to land. . . . . Trusting that these explanations will be satisfactory, the undersigned requests Mr. Everett to accept the assurances of his distinguished consideration.

ABERDEEN.

If the British Government maintain "their determination to adhere" to this arrangement, the only open question in Webster's claim is, whether his purchases were made in good faith. The fact of his purchase, the execution of the deeds, the subsequent affirmations of the chiefs made before the Commission that they conveyed the lands in good faith and for a valuable consideration, are matters that have either been undisputed or are settled in his favour, as will be presently shown. But it is worth while to consider, before proceeding further, whether the British Crown has any

title, under the terms of the treaty of the 6th February, 1840, to any lands previously conveyed by the chiefs to Webster, even if such conveyances were void, or may be avoided, for fraud. That Government, without having passed upon the question mentioned in the instructions of the Foreign Office to the Governor of New Zealand in February, 1844, and without having settled any question connected with Webster's legal or equitable rights, has sold or disposed of all his lands as Crown lands. He has had no day in Court, and his lands have been confiscated without a hearing and without notice.

If the conveyances to Webster were not *bona fide*, his possession of the land was the continuing possession of the defrauded chiefs, and their possession under the terms of the treaty reduced the interest of the Crown in these lands to a mere right of pre-emption at a price to be agreed upon. Such a privilege of pre-emption gave the Crown no title to these lands until it had purchased them; and its seizure and sale of them was a wrong to the chiefs if Webster had defrauded them, or to Webster if he had honestly acquired the lands.

But the sale of these lands by the Government was, virtually, a final denial of all title in Webster, and closed all Courts and tribunals to his legal or equitable demands. Here is a wrong done to an American citizen by the Government of Great Britain, by means of which its treasury has been replenished, and its Courts are effectually closed against all redress. The question has, therefore, ceased to be one between a citizen of the United States and any citizen of New Zealand found in possession of the lands which could be settled either in the colonial or the British Courts. It is a question to which the Government of Great Britain has made itself a party by claiming the lands of an American citizen, and by seizing them and selling them contrary to its own treaty and laws. This was also done contrary to its solemn pledge, given to the United States by Lord Aberdeen, that, "where aliens had acquired lands from the chiefs prior to the proclamation of the Queen's sovereignty there, and that fact was undisputed, the claims should be acknowledged," unless they were not obtained in good faith.

This situation is one that seems to demand the intervention of the Government of the United States. That Webster's claims have been refused consideration upon the state of facts that attended their origin, and should have controlled their decision, is entirely apparent, according to the record evidence in this case. Webster's claims seem to have received no other consideration than that indicated in a letter to him from the Governor of New Zealand, which is as follows:—

HAMILTON to WEBSTER.\*

SIR,—

I am directed by the Governor to acquaint you that His Excellency has examined and taken advice respecting your land-claims, marked 305H and 305I, and is sorry to find himself precluded from authorising any further grant made to you at present, on account of the largeness of the grants already made in your name.

The Governor directs me to say that the land which you now hold in undisputed possession will probably be granted to you eventually.

I have, &c.,

J. W. HAMILTON, Private Secretary.

It is very clear that, while this enunciation of the Governor of New Zealand was intended as an indefinite postponement of all further consideration of Webster's claims, it held out to him the hope that some future indulgence might be accorded to him, as an act of grace, in respect of "the lands which you now hold in undisputed possession." Neither the New Zealand Natives nor any other person claimed to hold possession of these lands when the treaty of the 6th February, 1840, was made, or before that time, under any claim or colour of title, or of occupancy, that was adverse to the possession of William Webster.

The Governor of New Zealand, in the communication above copied, stated his decision that "claims marked '305H' and '305I' were disallowed for the present, and also all other grants made to Mr. Webster, "on account of the largeness of the grants already made in your [Webster's] name." This refusal to confirm "grants made to" Webster was not attempted to be justified on the ground that "land claims marked '305H' and '305I' were not in the "undisputed possession" of Webster, but solely on the ground of "the largeness of the grants already made in your [Webster's] name." Then follows the promise, that has not been kept in any sense, that "the land which you now hold in undisputed possession will probably be granted to you eventually."

This was the manner in which the Governor of New Zealand complied with the instructions of the British Government as they are stated in the letter above quoted of Lord Aberdeen to Mr. Everett. The disposal thus made of the rights of an American citizen was a mockery of justice and a contemptuous disobedience of the instructions of the Government of Great Britain. That Government, however, at a later date made itself responsible for this summary and unjust disposition of the rights of Mr. Webster, as will appear from a copy of correspondence annexed to this report marked "Appendix No. 2."

On the 17th November, 1874, Earl Carnarvon, Her Majesty's Principal Secretary of State for the Colonies, cut down all hope of Mr. Webster's success in getting his rights growing out of the assurance made to him by the Governor of New Zealand on the 18th March, 1845, that the lands of which he held undisputed possession would be granted to him eventually.

Earl Carnarvon, replying to a letter of Mr. C. L. Duncan, through his Secretary, said: "Lord Carnarvon desires me to inform you that, this matter having been most carefully inquired into, the only conclusion which his Lordship can come to is that not only has Mr. Webster no claim to compensation, but that he has been treated throughout with exceptional liberality."

As Mr. Webster never got an acre of land in New Zealand from all the extensive purchases he made from the chiefs, and as the British Government seized and sold all the lands conveyed to him

\* There are some errors in this letter; among others 305I should be read 305J, which relates to the claim at Mercury Island; 305I related to a claim for land at Waiheke Island, which was not disallowed. For accurate copy of letter, see *ante*, page 19.



by the chiefs for his own use and benefit, in which British subjects were not interested, it becomes impossible to find any ground for the statement of Lord Carnarvon that he "not only had no claim to compensation, but that he had been treated with exceptional liberality." There is no other possible ground for this statement except the statement made by the Governor of New Zealand in his letter to Mr. Webster, dated the 10th March, 1845, as to "the largeness of the grants already made in your [Webster's] name."

The facts which explain this statement are as follows: While Mr. Webster was engaged in purchasing lands from the chiefs, some of his friends in Australia, who were British subjects, employed him to purchase several tracts of land—in all about fifteen thousand acres—for them. They furnished the means, and he took the titles in his own name, being on terms of peculiar friendship with the chiefs, and afterwards admitted the rights of those British subjects in the presence of the Commission, who proceeded to confirm the titles to them.

These facts were all made known to the Commission by Webster when he appeared before them and proved his deeds by the chiefs and others. All the titles made by the chiefs to Webster, and by Webster admitted to be for the benefit of British subjects, were confirmed by the Commission. The conveyances made by the chiefs to Webster, in the same deeds and for his own use, have been refused confirmation "on account of the largeness of the grants already made in your name."

Thus, his faithful dealing with British subjects was made the pretext for the final denial of his rights; and titles that came through him from the chiefs for the benefit of British subjects were confirmed, while titles that came to him from the same chiefs, included in the same bodies of land and under the same conveyances, have been ignored; and his part of said lands has been seized and sold by the British Government. This is the present situation of the claim of William Webster to compensation from the British Government for his lands in New Zealand, taken and sold by its authority.

Aside from the influence of the principles of international law, which would secure rights of property to private persons in any country the sovereignty of which passed to a new ruler by cession and treaty—by purchase and not by conquest—the terms of the treaty with the tribal chiefs compel the conclusion that no title to the soil of New Zealand passed to Great Britain where the same sovereign power had formerly granted the same land to a citizen of the United States.

But the principles recognised recently in the Berlin Conference as to the Free State of the Congo, and in other instances, are only consistent with the right of the chiefs of any tribe, however savage, to cede lands to private persons and societies. The sovereignty of a tribe being admitted, all question as to their right to convey their lands disappears. This is conspicuously true as to the New Zealand chiefs, whose rights are expressly admitted in the treaty of cession and merge into the British colonial system, and upon which treaty every land-title in the colony is distinctly based, whether accruing to the Crown or to British subjects.

No complaint has been made by the British Government that Mr. Webster has omitted anything required to properly secure his titles to these lands, or that he has ever done anything to forfeit them. He insists that his rights have been overslaughed because of his repeated refusals to renounce his allegiance to the United States and to become a British subject. However true this may be, it is true that lands conveyed to him by the New Zealand chiefs have been confirmed by the authorities to British subjects for whom he purchased them, and thus it is a reasonable conclusion that his foreign citizenship has caused discrimination against his rights that is neither just nor defensible.

Mr. Webster deserved, at the hands of Great Britain and all other civilised people, better treatment. When he was quite a young man he went to New Zealand with a capital of \$6,000, invested in goods suited to trade with that people. He purchased the right to set up a trading-station at Coromandel from the Native chiefs. He was the first white man who settled there, or at any point nearer to that place than the Bay of Islands, 150 miles from Coromandel. Pursuing his policy of friendly intercourse with the Natives, and learning to speak their language fluently, he soon largely increased his capital by exchanging pork, which he bought from the Natives, and ship-timber and other native productions, for such articles as they needed, which he imported to that country.

He bought a cape of land from the Native chiefs on or near the present site of Auckland, and built houses and established a trading-station there. He was the first white man who settled there, or within a great distance from that point. As his business increased he purchased other locations and established other trading-stations. He established a shipyard at which he built small coasting-vessels, in which he entered the shallow bays along the coasts and ascended the rivers to open trade with the Natives. In this way he was largely instrumental in bringing the Natives into friendly relations with each other, and in diverting their attention from savage warfare to peaceful pursuits. He was the real pioneer of civilisation in that section of the country, and was followed by colonies of English people to whom he had opened the way to the interior of the islands. At Great Barrier Island there was then a whaling-station much resorted to by fishermen, and Mr. Webster sought to convey it to the United States as a valuable acquisition. His letter containing this offer is set forth in Appendix No. 1. His lands and other property in New Zealand were worth a sum which he estimates at a million dollars at the date of the treaty with Great Britain. When, later, he had been deprived of his property and returned to the United States to assert his rights, he was reduced to poverty.

In a letter, dated the 4th November, 1840, by Mr. Webster to I. H. Williams, United States Consul at Sydney, New South Wales, and set forth in Appendix 1, he called attention to the proceedings of the British Government in reference to the lands purchased by American citizens, and asked the Consul "to make it known to the American Government as early as possible." In the conclusion of his letter he says: "They have not taken any of my lands as yet; but I expect



they will take all from me, and every other American, unless our Government will take it in hand to stop it."

This was the only suggestion Mr. Webster made that he desired any intervention by the United States until September, 1858. His letter had no relation to any indemnity for loss and damage for lands that had been, or were expected to be, sequestered by the British Government. It only had reference to getting titles to his lands, and those of other American citizens, which he feared that the British authorities might refuse to recognise and confirm.

On the 30th January, 1841,\* Mr. Webster wrote to the Colonial Secretary of New Zealand and sent him copies of his land-titles to seven tracts, and seven statements of his purchases, which he asked should be laid "before the Commissioners for examination only." He offered in this letter to come before the Commissioners and prove all his purchases. He concludes this letter, which is copied in Appendix 1, as follows: "All of it was bought before Her Majesty's Government was formed here, and I further consider that all I have has been dearly earned; and I trust that before I am dispossessed of any of it it will be proved who has the best right to it."

The letter of Mr. Webster to Mr. Williams was sent by the latter to our Department of State. On the 14th June, 1858, the Senate, by resolution, called on the President for information as to the claim of William Webster relating to his lands in New Zealand. Replying to that resolution, the President sent to the Senate the statement called "a report" from the Secretary of State, in the following form:—

*Message of the President of the United States, communicating, in answer to a Resolution of the Senate requesting a List of Claims of Citizens of the United States against Foreign Governments, a Report of the Secretary of State.*

To the Senate of the United States.

In compliance with the resolution of the Senate of the 14th June last, requesting a list of claims of citizens of the United States on Foreign Governments, I transmit a report from the Secretary of State, with the documents which accompanied it.

Washington, 19th January, 1859.

JAMES BUCHANAN.

CLAIM OF WILLIAM WEBSTER.—[Claims on Great Britain.]

Names of such Complainants, Citizens of United States, as have preferred Complaints or Claims against Foreign Governments to the Executive Departments of the Government for Aggressions or Spoliations, or other Demands against such Governments.	Amount claimed.	A brief Abstract of the Nature of the Claim and the Action of the Executive in relation thereto.	The Result of such Action, and the Amount of Satisfaction obtained, if any.
William Webster	\$ 78,145	For loss and damage (January, 1840), for so much paid, laid out, and expended, in cash and merchandise, between the years 1835 and 1840, in purchases of lands and franchises from certain chiefs of New Zealand, and in the improvement thereof, prior to January, 1840, when the sovereignty of Great Britain over the Islands was declared, and, so the claimant alleges, his rights and privileges were sequestered by the British authorities. This statement of claim was received October, 1841; and, by instructions, was pressed upon the British Government by the Envoy of the United States, 1842 and 1843. It was not presented by the claimant to the London Commission acting under the Convention of the 8th February, 1853	The Government of Great Britain, in reply to the representations of the Envoy of the United States, stated that the Colonial Government of New Zealand was ordered in March, 1841, to recognise and confirm all <i>bonâ fide</i> purchases made from the New Zealanders by aliens prior to January, 1840; and, in case of want of proof of the good faith of the transactions, such aliens should be dealt with in like manner as British subjects making like claim; which orders and proceedings were recognised and adhered to by the British Government in 1844 in the case of a Belgian claimant. The before-mentioned order of 1841 confirmed to aliens <i>bonâ fide</i> purchases made by them prior to 1840, although made at prices less than 5s. sterling per acre, whilst British subjects were required to show payments at that rate in order to be entitled to confirmation of grants of land obtained by them from the Natives prior to the proclamation of British sovereignty.
William Webster, by his counsel, Messrs. Anderson, Reverdy Johnson, and J. W. Denver	6,573,750	For loss and damage and indemnity for lands purchased from chiefs of New Zealand from 1835 to 1840, and franchises pertaining thereto, and improvements alleged to have been made thereon, which claimant alleges were sequestered and taken from him by the British authorities after the assertion of the sovereignty of Great Britain over New Zealand in January, 1840. The intervention of the Executive of the United States was applied for September, 1858. The archives of the Government record this claim to have been presented in different guise in 1841, and to have then received the prompt action of the United States, and to have been met by the measures of relief on the part of the British Government noted in the statement here above next preceding. But the claimant now maintains that the order of the metropolitan Government of 1841 was only partially obeyed by the colonial authority, and that the relief apparently conceded by such partial obedience has been made a nullity by the judgment of the colonial Court—that no order of the British Ministry can be of avail to contravene the fundamental law of Great Britain, that an alien cannot take in fee and convey real estate in land by title good in law. Held under consideration.	

\* The proper date is 20th July, 1841. The letter is printed on page 6, *ante*.

In a letter of Mr. Blaine, Secretary of State, to Mr. Webster, dated "Department of State, Washington, 21st June, 1881," he says: "I may state generally, however, that, upon a very thorough examination of the case recently made by an officer of the department charged with such duties, it is found that no claim was directly presented by you, or on your behalf, for indemnity, until September, 1858." The entire letter is copied in Appendix 3 to this report.

These two statements are directly in opposition to each other. Without attempting to account for the apparent discrepancy, it is clear that the statement last made is true, because, in the nature of things, the statement made in 1859 could not be true. Mr. Everett did not present or urge any claim of Mr. Webster for indemnity for lands taken from him, nor did Lord Aberdeen make allusion to any claim for compensation. The question whether the lands would be taken from Webster was still open in December, 1843; and under the orders as announced to Mr. Everett by Lord Aberdeen in February, 1843, the obstruction to a confirmation of Webster's title, of which Mr. Everett complained, had been removed, as to the price of 5s. per acre, as far back as March, 1841.

It is not true, as matter of fact, that Webster, in 1841, had presented any claim for indemnity against the British Government, nor is it true that "the archives of this [the United States] Government record this claim to have been presented in different guise in 1841, and to have then received the prompt action of the United States." This statement is not supported, but is refuted, by "the archives of the Government."

The injustice done Mr. Webster by this untrue representation of his conduct, whoever may have inflicted it, should be now removed. He should have a fair opportunity to have his claim against Great Britain considered on its merits, without the embarrassment of a false assertion that he had abandoned his right to these lands, and had claimed compensation for them in money, before the British authorities had proceeded to finally deny or to ignore his rights. By that report the Senate was misled as to the conduct and the rights of Mr. Webster, and it is due to him that this should appear on its records, and that this embarrassment should be removed.

Your Committee are of opinion that Mr. Webster's right to claim indemnity for the lands, purchased in good faith from the Native chiefs, is clearly established as being just and complete; and their final sequestration and sale by the British Government, which occurred in 1845 or later, gives him the right to ask the intervention of his Government. The British Government has not presented in its correspondence on this subject, or in any order concerning it, that has been communicated to William Webster or his counsel, or to the United States, any finding of the Commission or other official authority of any fact tending to show that the conveyances made to him by the Native chiefs were not made in good faith and for a valuable consideration before the treaty of the 6th February, 1840.

That Government, so far as your Committee are informed, has never impeached the claim of Mr. Webster on any ground that takes it out of the influence of the express declaration of Lord Aberdeen to Mr. Everett, "that where aliens had acquired land from the chiefs prior to the proclamation of the Queen's sovereignty there, and that fact was undisputed, the claims should be acknowledged." Nor has any fact been stated by that Government which tends to include the claim of Mr. Webster in the category "that, where a doubt arose whether the alien made a *bonâ fide* purchase of the land, the settler should be treated as any British subject, and his claim disposed of accordingly."

British subjects now hold lands under the same conveyances made to him, confirmed by the Commission, as to such subjects, which have been treated as if they had no existence when invoked in support of Mr. Webster's rights.

For the further information of the Senate on this subject, your Committee submit the papers found in Appendices to this report, numbered 1, 2, 3, and 4.

These papers give the reports of Committees of Congress, the correspondence with and arguments of counsel submitted to the Home Government in Great Britain, the opinion of the Law Officer of the Department of State, and the affidavit of Mr. Ranulph Dacre, all of which give strong support to the rights claimed by Mr. Webster.

Your Committee recommend the adoption of the following resolutions:—

*Resolved by the Senate,* That, after due examination of the matters presented in the petition of William Webster, and the evidence brought to their attention in support of his claim for indemnity from the British Government for lands in New Zealand purchased by him in good faith from Native chiefs, and duly conveyed to him before the Government of Great Britain acquired the sovereignty over that country by a treaty made with the said chiefs, the Senate of the United States consider that said claim for indemnity is founded in justice, and deserves the cognisance and support of the Government of the United States. And that said claim, as a claim for money indemnity, was not presented by the United States to Great Britain prior to September, 1858.

*Resolved,* That the President is requested to take such measures as, in his opinion, may be proper to secure to William Webster a just settlement and final adjustment of his claim against Great Britain, growing out of the loss of the lands and other property in New Zealand of which he has been deprived by the act or consent of the British Government; and to which he had acquired a title under purchases and deeds of conveyance from the Native chiefs prior to the 6th February, 1840, and prior to any right of Great Britain to said islands.

## APPENDICES

*Not printed herein.*

[Approximate Cost of Paper.—Preparation, nil; printing (1,425 copies), £29 4s. 6d.]

By Authority: GEORGE DIBSBURY, Government Printer, Wellington.—1887.