

Native owners, and in that case valuable consideration for the purchase was reported. But the conclusive refutation of the impugment of Dr. Pollen is found in a review of the claims examined and reported upon by the Commissioners, as follows: 305, purchased 4th June, 1837; 305A, purchased 8th December, 1836; 305B, purchased 23rd November, 1839; 305C, purchased 30th January, 1837; 305D, purchased 1836; 305E, purchased 1838; 305F, purchased 1836; 305L, purchased 24th November, 1839; 305G, purchased January, 1839; 305H, purchased 23rd November, 1839; 305I, purchased 1836 and 1838; 305J, purchased 20th May, 1839; 305K, purchased 31st December, 1839; 305M, purchased 1838.

It thus appears that out of fourteen cases or claims only four (305B, 305L, 305H, and 305K) arose in the latter part of 1839, so as to fall under Dr. Pollen's general charge that Mr. Webster was speculating on the probable annexation of the island by Great Britain. In view of these facts, no comment is necessary upon the value of the opinions and recollections stated in the last paragraph of Dr. Pollen's memorandum. What is meant by the declaration that "Mr. Webster's failure was, as I [Dr. Pollen] recollect it, of the usual commercial character"? "He" (Mr. Webster), says Dr. Pollen, "was already in difficulties, as shown by his arrest in Sydney in 1840." This was after the Proclamations of Lieutenant-Governor Hobson invalidating the land-titles. Dr. Pollen further says, "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 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."

The value of this evidence, either upon the score of information, of recollection, or of competency, is easily tested. The very allegation that Dr. Pollen says would not have been made by Mr. Webster "in the presence of any person familiar with the facts" was made in the letter of Mr. Webster to the Colonial Secretary of the 20th July, 1841, heretofore quoted, and was never questioned. But this is not all. The fact appears equally and unmistakably in the recommendation of Mr. Commissioner FitzGerald, which bears conclusive evidence of the good faith of Mr. Webster's purchases, of his large outlays upon and development of his lands, and of his enterprising and useful character as a settler.

It may be thought somewhat significant that the attack made in 1874, and now sanctioned and renewed by Sir Robert Stout, upon the conduct of Mr. Webster is conclusively answered by British official records, which, being nearly contemporaneous with the transactions of Mr. Webster, and containing the testimony of persons having actual knowledge of the facts, uniformly attest his good faith and the meritorious character of his claims. In 1843 his claims were found to be *bonâ fide*, but were disallowed on the ground that the ordinances did not permit him to hold what he had purchased and paid for in good faith. The disallowance was modified, completed, and made final under the Act of 1856. In 1874, when he presses for the recognition of the claims so disallowed, another and wholly inconsistent ground is assumed, against all the evidence, and it is alleged that he is not entitled to further consideration because he was a dealer in "land-claims" in anticipation of the annexation of New Zealand by Great Britain.

These two positions cannot both be maintained. Nor, if the latter position be true, can it be understood why, as the memorandum of Sir Robert Stout constantly reiterates, Mr. Webster was treated with exceptional liberality. Such treatment can be explained only on one or both of the suppositions that the good faith of Mr. Webster's transactions was admitted, or that a partial recognition was made of his rights as an American citizen.

In regard to the Piako tract, which he purchased in 1838, and for which a deed was executed in 1839, Mr. Webster states that, before the case came before the Commissioners in 1845, he sent a surveyor, with a party of chiefs and others from whom he had made his purchase, and measured the front boundary, which extended about twenty-one miles along the river-bank, and then marked each corner of the tract, which extended about eight miles back from the river. In regard to the fact and notoriety of this purchase, Mr. Webster refers to a report of George Clarke, "Protector of Aborigines," to the Colonial Secretary of New Zealand, which was transmitted to the British Government, in which there is the following: "Upon the western side of the river (Piako) is the extensive purchase of Mr. Webster, who claims upwards of forty miles of frontage, two-thirds of which is unavailable, being swamp; the upper part is good. The depth of the river for about thirty miles is less than 8ft." The Commissioners found that he had made *bonâ fide* purchases from the chiefs, as he alleges.

The claim which Mr. Webster now sets forth is as follows: (1.) For the value of 11,000 acres of land (included in Cases 305B, 305J, 305M), found to have been purchased in good faith, but which were never granted to him or his assigns, and which he was prohibited by the land ordinances and officers from selling or conveying, estimated at £1 per acre, £11,000. (2.) For the value of 84,300 acres of land (included in Cases 305, 305A, 305C, 305I, 305K), found to have been purchased by Mr. Webster in good faith, less 5,000 acres assigned to R. Dacre, leaving 79,800 acres, estimated at £1 per acre, £79,000. (3.) For the value of 40,960 acres of land, comprised in Case 305G, and proved to have been purchased in good faith, estimated at £1 per acre, £40,960. (4.) For the value of 3,000 acres, Case 305H, proved to have been purchased in good faith, and for the value of spars taken from the land for the use of the British navy, £25,645. (5.) For the value of 9,000 acres (Cases 305D, 305F, 305L), purchased in good faith, and erroneously alleged to have been withdrawn from the Commission, estimated at £1 per acre, £9,000. Mr. Webster also asserts claims to other tracts of land, comprising about 200,000 acres, which he estimates at 10s. per acre, and claims damages for the destruction of his credit and business in New Zealand, and contends that interest should be allowed on all the items except the last from the 30th January, 1840. Mr. Webster does not include in the above statement Barrier Island (Case No. 305N), which he reserves for further consideration.