

the clauses relating to the New Plymouth Land Claims which were ultimately adopted. They were introduced in the shape of amendments in the Legislative Council. These clauses had the effect of relaxing the measure, as it had passed the Lower House, in favour of the claimants. In this instance, as indeed throughout all the transactions in which my name appears, my influence has been used rather in favour of, than against, the claimants. It is true that I have always insisted upon the absolute necessity of commuting the claims. The Committee will not expect that I should enter upon a vindication of the policy of such a measure; but I may be permitted to observe that a strong argument to establish the necessity of the commutation is furnished by the Petition itself; which shows that the Petitioner was engaged, for his own private benefit, in what I must regard as a very mischievous agitation of the Land question at Waitara. The Petitioner was naturally pursuing his own individual profit, and had obtained the sanction, as it appears, of the Government of the day. But the circumstance proves, I submit, the public expediency of extinguishing claims which could be deemed to confer on any private person the right of interference in so critical a business as the Waitara Land question.

C. W. RICHMOND.

Auckland, 15th July, 1861.

MEMORANDUM BY MR. DILLON BELL.

At the desire of the Committee I have put in writing the substance of the Statement I made to them.

I was a Member of the Scrip Restriction Committee to whom were referred Mr. Sewell's Resolutions of 1856 (erroneously attributed by the Petitioner to Mr. Richmond). I opposed them in the Committee, and when the Land Orders and Scrip Bill came into the House, drawn in substantial accordance with them, I protested without success against the measure. When the Bill passed the House it contained no provision for the New Plymouth claimants. Mr. Seymour, of Nelson, consulted with me as to amendments being proposed in the Legislative Council to meet their case, and these were ultimately adopted by both Houses. The reason why no clauses were proposed respecting similar claims in the Wellington Province was, that members of the Provincial Government of Wellington had declared in the House that they would themselves do justice to the Manawatu and other claimants; a declaration which the then transfer of the Waste Lands to the Provinces enabled them to give practical effect to. It is only fair to add therefore that I am myself partly responsible for the clauses in the Act of 1856 relating to New Plymouth, as being the only relaxation we could then get of the stringent enactment which had passed the House.

It was always intended, however, that an effort should be made in the next Session to obtain a further modification of the Bill of 1856 as to unacquired districts. Accordingly, in the Session of 1858, I prepared for Sir Charles Clifford a clause relating specially to the Manawatu and other unacquired districts in the Province of Wellington, which was embodied upon his motion in the Amendment Act of 1858. The nature of that clause seems to be quite misunderstood by Mr. Abraham. He refers to it as "entitling the claimants to retain the particular sections selected, whenever the Native Title should be extinguished." But on reference to the Act it will be found that the Superintendent of Wellington is empowered to make a Reserve of 10,000 acres for a township, and holders of sections within such a reserve are only to have a right of re-selection elsewhere. Now the New Zealand Company had sold at Manawatu 27,700 acres (see their Statement, Parliamentary Papers 1st July 1852 p. 148). I believe that by far the greater portion of this has been exchanged for scrip: and in fact it may be said that the few sections still retained are those which (having river frontage and so forth) would most likely fall within the Reserve if it were made. Sir Charles Clifford and I were quite aware of this when the clause was proposed, but it was inserted in order that if the Reserve were not made the claimants might retain their selections, and if it were made they should have a right of re-selection in districts to be acquired for two years after the Reserve, whereas under the Act of 1856 they were restricted to districts acquired at that date.

I was however asked in 1858, why Sir Charles and I had not proposed a similar clause for New Plymouth. The answer was,—1st, That the Wellington Government had always offered to concede the claim of the Manawatu holders, while the New Plymouth Government had always refused the claim of the Waitara holders: and 2nd, That the particular arrangement proposed in the New Plymouth clauses in relaxation of the Act of 1856, really gave the Waitara holders far better terms than the Manawatu clause. But I went further, for I thought the right conceded by the New Plymouth clause placed the Waitara claimants in a better position than they were in under the original selections. Take for instance the Petitioner's sections. Suppose they were included in a Native Reserve when the district was acquired (a thing very likely to happen), he would be relegated to his right of re-selection elsewhere; whereas under the clause he would come in with his original priority of choice to select either $37\frac{1}{2}$ acres of suburban land immediately adjoining the proposed township, or 75 acres of rural land outside.

Mr. Abraham assumes throughout the Petition that his selections form legal contracts which the Crown is bound to carry out. I dissent however from that view. In December, 1847, the New Zealand Company proposed, as a means of finally settling the claims of their land purchasers, to place the whole of their 1,300,000 acres at Sir George Grey's disposal for him to make an equitable arbitration; the principle being admitted that each purchaser was entitled to obtain:—

"1. Beneficial occupation of the full quantity of land he bought.