

2. The particular piece of land, if practicable, which was originally allotted to his purchase.
3. If such appropriation were not practicable, then a just equivalent in land elsewhere."

In pursuance of this reference an arrangement was made, with the Governor's sanction, between the Company and the resident land owners of Wellington and New Plymouth, but the absentee claimants were not included in it. The Company at first proposed a second reference to Sir George Grey, but afterwards (6th October, 1849) they addressed a Circular to the absentees saying that this second reference would cause much uncertainty and delay, and proposing instead :

- "1. That each non-resident holder should receive 75 acres of land, being half the compensation granted to residents:
2. That every holder should be permitted to surrender the rural land originally attached to his land order, and to select other land in lieu of it."

But they stipulated that "in so doing they must be distinctly understood to deny the existence of any legal right on the part of the claimants," and "reserved to themselves exclusively the right of deciding upon any questions which might arise as to the meaning of any part of their letter, and upon any claims or conflicting claims which might be preferred thereunder."

Every one therefore who accepted the supplementary or compensation land orders must be deemed to have relieved the Company from legal liability, and to have conceded to them the exclusive right of deciding the meaning of the Circular. Mr. Abraham does not allege that there was any special exception to this made in his case when he accepted his supplementary land orders, though I believe the Company did say he might retain his Waitara sections if the Company had them to give. The measure then of the liability of the Crown is to be found in the Circular; the Crown is relieved from legal liability, and may interpret the proposal itself. Now when the Legislative Council of 1851 proceeded to pass the New Zealand Company's Land Claimant's Ordinance, we undoubtedly held that the acceptance of the supplementary land orders had relieved the Company; we also held that there was no legal contract subsisting in respect of any land which had not reverted to the Crown at the Company's cesser in July, 1850; and we enacted:—

"That whenever the Company should have contracted with any one for the disposal of a particular section of land not comprised within any district reverting to the Crown, the Governor should cause the right of such claimant, under all the circumstances connected therewith, to be determined by appraisalment, and scrip to be issued for the amount."

It has, I know, been doubted whether the Legislative Council of 1851 had power to pass that Ordinance, but it was at any rate left to its operation. Mr. Abraham is in error in assuming, as he does in paragraph 14 of the Petition, that the Ordinance was not brought into operation in the Province of Taranaki, and that all proceedings thereunder were stopped by the passing of the Imperial Act 14 & 15 Vict. c. 86 (New Zealand Company's Settlement Act 1851). He appears to urge that that Act could not be repealed or altered by an Act of the Assembly; but the Acts of the Assembly have the force of a subsequent Imperial Statute (the Constitution Act); and a certain proof that the Statute 14 & 15 Vict. c. 86 could be amended by an Act of the Assembly is, that the Nelson Trust Fund clauses in it were specially saved by Section 77 of the Constitution Act, which provided that no Act, Law, or Ordinance of the Assembly or Provincial Councils should affect or interfere with *so much of the Statute 14 & 15 Vict. c. 86 as related to those Funds.*

I think it right to observe, that the injustice whereof I complained in the Scrip Acts, consisted not in giving a certain effect to Land orders selected in unacquired districts, but in declaring that the scrip which the claimants had received in exchange for such Land orders should be so restricted in its exercise as practically to reduce its value by half.

There is only one other point to which I drew the Committee's attention, and at their request I also put in writing what I said. In paragraph 27 of his Petition Mr. Abraham makes certain statements respecting what took place between Mr. Richmond and Mr. Carrington, without giving his authority for them. I presume it rests on a letter from Mr. Carrington to himself, dated 31st January 1861, which is before the Committee. Now the 27th paragraph puts the transaction in this light: that while the Act of 1858 was in progress, Mr. Carrington remonstrated and threatened, whereupon Mr. Richmond represented that the Waitara land would not be acquired by the authorities; that Mr. Carrington, under the influence of that representation, was induced to accept certain terms; and that then Mr. Richmond represented that efforts would be made to acquire the Waitara. Each of these is made to depend upon the other. Mr. Carrington's letter, however, contains an obviously inaccurate statement. He says, that during the Session of 1858 he was told by a member of the House that the House had amended the Bill of 1856, whereby claimants were to be allowed one acre of town land, or 12½ acres of Suburban land, or 50 acres of rural land; and he thereupon expresses his indignation at the proposal, and tells Mr. Abraham what he did in consequence of it, and how he came up to Auckland to see the Government, and meant to write to "an influential nobleman in England" about it. But it was the original Bill of 1856, and not any amendment in the Bill of 1858, which gave the 12½ acres of suburban, and 50 acres of rural land: the amendment proposed by the Government in the Bill of 1858 was for the increased quantities of 37½ acres suburban and 75 acres rural land. Mr. Carrington admits that it was "after asking Mr. Richmond to give him a copy of the Bill as it now stood," and "thinking the case over and over again for days," that he "made up his mind not to memorialize Parliament, and endeavoured to do the best for himself and his friends;" and he concludes by saying, "*The result was, that I succeeded in getting a clause of the Bill altered, &c.*"—thus assuming at the end of his letter the authorship of the very clause which at the beginning he "gave his sacred word he would never have accepted if he had not been convinced it was utterly hopeless for him to think of getting any Waitara land without *sacrificing himself and his friends by as-*