

2. *Chairman.*]—What was your object in calling upon Mr. Richmond?—I was aware that there was an Act before the House affecting the Land Orders and Scrip Act of 1858, and I wished to get some alterations made therein more favourable to my interests. *F. A. Carrington, Esq.*
1 July 1861.

3. Mr. Abraham states that in the course of your conversation with Mr. Richmond he (Mr. R.) represented that an effort should be made to acquire the Waitara land, and that a Town should be laid out there. Can you give any particulars of this interview?—That is not correct. Mr. Richmond did not state "That efforts should be made to acquire the Waitara land,"—what he said was this "A Town will be laid out at the Waitara."

4. Had Mr. Richmond at the time you had this interview with him any private interest in any land in the Waitara district?—Not any that I am aware of.

5. *Mr. J. C. Richmond.*]—Was Mr. Abraham an original purchaser of land at New Plymouth? No, Mr. Abraham purchased the sections alluded to in his petition about eleven years since.

6. *Mr. O'Rorke.*]—What was the original cost of the 50 acre allotment?—£75 and a $\frac{1}{2}$ of an acre of Town land went with it. The Town sections were sold for £12 10s.

7. *Chairman.*]—Did Mr. Richmond represent to you "that the Waitara land would not be acquired by the authorities, in order to be handed over to the land claimants on account of the great expense necessary for the purpose"?—What Mr. Richmond said to me was this, "Mr. Carrington, you cannot expect the Province to go to the expense of acquiring the land at Waitara, and then hand it over to you and your friends; the getting of Waitara will be attended with great expense."

8. Could the Government formerly have acquired the land at Waitara?—Certainly, I could have bought the whole district for £1000, and so could Mr. McLean.

Witness discharged.

Mr. C. W. Richmond examined.

Witness put in the written statement hereunto annexed.

C. W. Richmond, Esq.

15 July 1861.

9. *Mr. Brandon.*]—Do you know whether the Provincial Authorities of Taranaki intended to lay out a Township at Waitara?—It was always taken for granted that a Town would be laid out at Waitara when acquired, just as at Manawatu it was always supposed that a Township would be constituted.

10. Did the Provincial authorities ever take any steps towards laying out a Township at the Waitara in anticipation of its being acquired?—Not that I am aware of.

11. The Township of Manawatu that you referred to was a Township laid out by the parties who originally selected the land—was it not?—I cannot say.

12. *Chairman.*]—Were the Scrip Acts of 1856 and 1858 dealt with as Public Acts?—They were.

13. *Mr. Brandon.*]—Was there any proposal made that the original purchasers of Waitara should pay any proportion of the purchase money for the acquisition thereof?—I never heard of any.

Mr. Dillon Bell examined.

14. *Chairman.*] Supposing the prayer of Mr. Abraham's Petition granted, and that he were consequently allowed to retain his sections at the Waitara, or to take his chance of their being hereafter obtained from the Natives, would other individuals still remaining subject to the operation of the Land orders and Scrip Acts within the Province of Taranaki, not have a great right to complain?—Of course they would.

F. D. Bell, Esq.

30 July 1861.

15. Mr. Abraham I believe was not an original but a secondary purchaser from the New Zealand or New Plymouth Company: do you consider his position as such secondary purchaser, and his present claim, to be as strong as if he had been one of the original purchasers of land in that settlement?—His legal position is of course the same, but I do not think that any secondary purchasers have the same moral claim as those who formed the settlement.

16. Putting together these circumstances—First, that the Crown has not yet acquired the North Waitara block from the Natives (or disclaims all title to it): Secondly; That Mr. Abraham's purchase of land orders entitling him to select land at New Plymouth was not from the New Plymouth or New Zealand Company, but from a private individual in the year 1848 or 1849, when the various difficulties in carrying out the original scheme of the settlement of New Plymouth, arising out of the disallowance of Mr. Spain's award by Governor Fitzroy, and other circumstances, were matter of notoriety both here and in England, and plans had already been originated for remodelling that scheme, and adjusting the conflicting claims of individuals under it: Thirdly; That Mr. Abraham received, and appears to have retained, the Company's supplementary or Compensation Land Orders issued in 1849, entitling him to surrender the land first chosen for him, and to select in lieu of it other land elsewhere: Fourthly; That the compensation to which Mr. Abraham, like others relinquishing land at New Plymouth, would be entitled under the Land Orders and Scrip Act of 1858, would really put him in a better position than he would hold supposing he retained his original selections on the North bank of the Waitara, and the Native title thereto were extinguished: and Fifthly; That Mr. Abraham did not take the precaution of appointing an agent in the Colony to look after his interests as a land claimant within the Province of Taranaki, the circumstances of which Province, in relation to such claims as his, had long been notoriously most critical and precarious:—what do you consider to be the moral claim he now has to have his case exempted from the operation of the Act referred to?—I cannot consider that Mr. Abraham has any better claim to be relieved from the operation of the Act than any other purchaser under the New Zealand Company; and I have already stated my own opinion, that under all the circumstances of the case, the holders of New Plymouth Land Orders are in a better position by the Act of 1858 than they would have been under the Land Orders, unless of course all the sections were acquired at the same time and were free to be granted without risk of being interfered with by Native reserves.