

11. That the New Zealand Company having on the 5th July, 1850, surrendered their Charter, "and all claim and title to the lands granted or awarded to them in the Colony" to the Crown, subject to the contracts then subsisting in regard to the same. Her Majesty was pleased on the 12th August, 1850, to issue additional instructions to the Governor of New Zealand, declaring that the said contracts should be in force as regards the lands comprised in or affected by them, and the instructions in effect declared that any amendments or modifications of such contracts could only be made by mutual arrangement between the Crown and the parties interested. See 10 & 11 Vict., cap 102, ss. and recitals,

12. That in April, 1851, His Excellency Sir George Grey proposed to legislate on the subject of the New Zealand Company's said contracts, including New Plymouth, and was pleased to submit the proposed Bill for Petitioner's comments, which he forwarded on the 25th April, 1851, and therein again urged upon His Excellency the indefeasible character of the contracts of the said claimants and their right to retain their sections if so disposed. (See letter of 25th April, 1851.)

13. That when such Ordinance eventually passed, Session XL, No. 15, such right of retention was respected and an option was given to the claimants to avail themselves of the provisions therein contained and that in and by such Ordinance all cases where the Government could not give possession of the land to the persons entitled to the same by virtue of a contract with the New Zealand Company were acknowledged to be and dealt with as contracts of the New Zealand Company which the Crown was bound to perform by virtue of the 10 and 11 Vict., c. 12, on such surrender as aforesaid.

14. That such last mentioned Ordinance was not, as Petitioner believes, actually brought into operation in the Province of Taranaki, and all proceedings thereunder were stopped by the passing of the Imperial Act 14 & 15 Vict., c. 84, whereby the Governor was authorised among other things "to close and determine the affairs of each settlement," and it is therein expressly recited that even the terms of purchase within the settlements respectively were in force as contracts of the New Zealand Company at the date of the surrender of the charter, and such Act in effect merely authorises Her Majesty partially to amend such terms, Her Majesty's Government considering they could not be got rid of further "*without the assent of the other parties to the contract*," namely the land purchasers. See Despatch, 8th Aug. 1851.

15. That such terms of purchase necessarily affected all lands subsequently acquired from the Natives within the settlements as well as those acquired at the date of the surrender.

16. That Petitioner continued to press the performance of his contracts on the attention of the Governor, and afterwards requested permission to occupy the said six sections at the Waitara if he could do so with the consent of the Natives which he had obtained in part and had good reason to believe he could obtain from all parties interested, and that such permission was granted to him by His Excellency Sir George Grey by the following letter:—

Civil Secretary's Office,

Wellington, 29th April, 1852.

No. 52-71.

SIR,—

In reply to your letter of the 8th of March last, requesting to be informed what steps are being taken for defining the New Plymouth settlement including your land north of the Waitara, and for extinguishing Native claims thereto, and also whether the Governor in-Chief will object to a proposal you make to acquire the land yourself in conjunction with the Crown Commissioner, I am instructed by His Excellency to state that your several claims to land enclosed in your letter of the 15th December, 1851, have been forwarded to Mr. Halse, the Commissioner of Crown Lands at New Plymouth, with instructions to him in accordance with the terms of 19th Clause of the Act 10 & 11 Vict., Cap. 112, in case any of the lands which have reverted to the Crown from the New Zealand Company should be subject to any contract subsisting between the Company and yourself, immediately to fulfil such contract.

You will observe from the Act of Parliament above quoted that this is the only liability which it authorises or empowers the Government to recognize or fulfil.

With respect to the question whether Government will grant you a license to occupy your sections at the Waitara if you can effect an arrangement with William King and the rest of the Natives for that purpose, and whether Government will undertake to pay any sum approved by the Crown Commissioner which you may agree to give for any outstanding Native claims, I am to reply that if you think proper to do this at your own risk, His Excellency will offer no objection to your occupying with the consent of the true Native owners, any sections of land which Mr. Halse may state to be those which you would have been entitled to a grant of, had they been the property of the Crown. But His Excellency regrets that it is not in his power to provide the funds necessary to enable you to liquidate any funds* whatever have been placed at his disposal which he could appropriate in such a manner. * sic in orig.

The Government however are endeavouring and will continue to endeavour to purchase from the Natives, tracks of land in the Taranaki district for the purpose of procuring for the settlers, the lands they require, and if those to which you are entitled can be obtained by Government within the blocks they may be able to purchase, grants for them shall be immediately issued to you.

I have, &c,

ALFRED DOMITT,
Civil Secretary.

17. That certain of Petitioner's sections were owned by the Chief William King alluded to in the last mentioned letter, but three of them, Nos. 353, 354 and 355 belonged to another Chief, Ihiaia Kerikumera, who was anxious to complete Petitioner's title to the same as the lawful purchaser thereof,