

Izard and Mr. Vogel should come to an arrangement for the purpose of stopping the legal proceedings, and it was agreed upon between Mr. Mantell, Mr. Vogel, and Mr. Izard that £5,000 should be paid to us to stop the proceedings. We were communicated with, and Topi and I agreed to it. After that was done I took no further action with regard to the question of ownership of the land itself, as it would have been a very expensive thing to have continued the case. Perhaps the Committee may consider it is not right of me to ask for this £6,000, as they know I received the £5,000. The proceedings with regard to this last were altogether wrong. It was wrong to issue the grant, and, through the action of the former Parliament, the persons justly entitled to the land have been thrown away from it. That £5,000 does not nearly represent the value of the land. It is a very valuable property now, and would have been a very valuable legacy to leave to our descendants. If the Governor had not executed that grant this land would never have parted from us. Sir George Grey says he did not know that he was granting this land at the time he signed the grant—that if he had known it was this land he would not have granted it; and I want him to come to the Committee and say so in my presence and that of the Committee. I want to show that our land was taken from us in that way. I heard that at the time this grant was executed the Minister took over a big bundle of grants to the Governor to sign. It was during Mr. Stafford's administration. I do not know the Minister who took them over. This grant was one of a bundle which was taken to the Governor to sign, but he was not told that this was a grant of Native land. I do not know whether the Governor reads over all Crown grants before signing them. I shall never stop urging this matter. That is all I have to say to the Committee. I hope the Committee will take such measures as will put an end to this matter in a proper way. I know the action the Ministers took, and I shall tell my children how it was done—that the grant was signed among a lot of others.

6. *The Chairman.*] You have gone into the whole of the case, but I do not understand the present petition raises the question of ownership of this land?—The question of the ownership of the land we gave up at the time we accepted the £5,000. I shall not stop urging for the £6,000.

7. Did the £6,000 consist of rents which accrued before the grant was made to the Superintendent?—I believe the £6,000 was entirely of rents which accrued before the date of the execution of the grant.

8. Was the money paid to you—that same money, or money accruing from rents after the grant was made?—I do not know where he got it from; he did not say.

9. When this compromise was made and the money paid, how long was that after the grant was made to the Superintendent?—I do not know when it was granted.

10. Is this not the case: that these rents which had accrued previous to the issue of the grant to the Superintendent, was not that money handed over, and the money he referred to in the arbitration bond?—With regard to the first part of the question, I understand that, after the issue of the grant, the Superintendent of Otago applied to the General Government for the payment to him of the sum of £6,000, being the back rents.

11. And got it?—And he got it; but I do not know how long that was after the execution of the grant.

12. Have you not received those very back rents you now ask for—first received by the General Government, then paid to the Superintendent of Otago, and then to you?—No; I do not believe that is the case. All that I know is, that I accepted the sum of £5,000, and accordingly stopped the legal proceedings.

13. When this arrangement was made for a compromise, a deed of submission was submitted to you?—It was after Mr. Izard agreed to accept this that a document was sent to Topi and myself for inspection.

14. And you did not sign it?—I wrote back to Mr. Izard and told him that if he had agreed to accept £5,000 I was willing to stop legal proceedings.

15. It appears from telegrams that the submission bond was actually submitted, and you declined to sign it for certain reasons. Was that bond not submitted to you?—I do not know that I received any deed. [Telegram to Mr. Mantell read.]

16. That shows a settlement was contemplated?—Yes.

17. Was the deed submitted to you?—Mr. Macandrew's lawyer drew up a deed. The deed was sent to me, and I never signed it.

18. You read it, I presume?—It was read over to me by a European, and I objected to sign it.

19. On what grounds?—Because Mr. Macandrew wanted to limit the thing to the money he had in hand.

20. Were you willing to submit the whole of your claims at that time to arbitration? Had you no objection?—I was willing that Mr. Mantell should go into the whole of my case and conduct it, and he instructed Mr. Izard.

21. Was a settlement then contemplated between Mr. Macandrew and yourself—a complete settlement—or did you regard it only as a partial settlement?—My impression was I was only agreeing to this extent of accepting the sum of £5,000 to stop further legal proceedings, and the rent-money accruing before the grant was still to be paid.

22. Did you object to the latter portion of this paragraph [portion of proposed bond of submission read]?—It was through those words that I objected to sign the deed. It is on both these points that I objected. I believe this is a copy of the deed I refused to sign. It is submitted now to the Committee without any signature.

23. Then you took up this position—that when that money was paid, it was only paid as a partial settlement of the claim, and left other claims still open?—I think our intention in receiving the £5,000 was to put a stop to the question with regard to the ownership of the land. The accrued rent was an entirely different question, and I do not know at all that the rent was considered to be any portion of the £5,000. I do not believe Mr. McLean or Mr. Rolleston understood that the £5,000 could be accepted as payment of rent. They were trustees for the money.

24. What is the value of this reserve at the present time?—About £100,000. There are about four acres in the very heart of Dunedin.