

110. Before Mr. Vogel sent to you, had either Topi or myself asked you to enter into such an arrangement as you did enter into?—I think not. I do not think the subject had been discussed between us.

111. Mr. Vogel was the first to suggest that there should be a compromise?—Yes. Mr. Vogel wrote me a note asking that I should go and see him.

112. That was with the intention of getting us to stop the case then pending in England?—Yes.

113. What amount was it that Mr. Vogel agreed to pay?—£5,000 altogether.

114. Was it not £4,720?—It was £4,650, and the £350 advance in the hands of Mr. Mantell.

115. Was that £350 part of the money which had accrued from the Greymouth Reserves?—A sum of £500 had been advanced by the Government to Mr. Mantell out of the Greymouth Reserve Fund to carry on the action with. Of that, £150 had been sent to England, leaving a balance of £350. It was agreed that this £350 and £4,650 should be paid to the Natives, making in all £5,000.

116. Who appointed you to discuss this matter for the Maoris with Mr. Vogel?—I was not appointed to act on behalf of the Maoris at all; but what I had done was afterwards confirmed by Topi and yourself. Here are the letters of ratification or confirmation. (See Appendix.) I wrote to Topi and Taiaroa stating what I had done, and got the answers. With Taiaroa's permission I will put all these documents in.

117. Did you see Mr. Mantell on the subject?—Yes. I went and saw Mr. Mantell once or twice during the time negotiations were being carried on between myself and Mr. Vogel. I might say that the two things were coterminous. I left Mr. Vogel to go and see Mr. Mantell, and then returned to Mr. Vogel.

118. Did Mr. Mantell say you ought not to allow the rent question to be mixed up with the matter at all?—Yes. The matter was discussed between myself and Mr. Mantell, but it was not discussed between myself and Mr. Vogel.

119. You are of opinion that the rent question was never touched upon or involved in your arrangement with Mr. Vogel? It was not.

120. *Mr. Fox.*] Could you account to the Committee how it was that, after the point had been discussed between yourself and Mr. Mantell in reference to back rents, provision was not expressly made in this transaction that that question was not to be regarded as involved in the settlement?—Mr. Vogel never proposed anything with regard to the back rents, and I did not think it necessary to moot the question.

121. Is it not possible that Mr. Vogel thought the compromise covered the whole question? I do not think he could have done so.

122. Do you not think he intended the compromise to cover the whole question? If he had intended it to cover the question of back rents he would have told me, and would have put that stipulation in the arrangement. Mr. Vogel was too keen not to have inserted a stipulation about the back rents in the agreement if it was intended they were to be included.

123. Would not that apply either way? Is it not as reasonable to suppose that, had you intended the rent question should be excepted you would have expressly excepted it.—No; it was not raised. Mr. Vogel was very well able to take care of himself in such a transaction.

124. *The Chairman.*] He might have thought that in abandoning the title you were abandoning all the back rents as well. You admit that it is doubtful?—I do not. What I say is this: We were negotiating in respect to the land, and the land only. Nothing was said about the rents, and our arrangement was not intended to affect anything except land. I did not touch upon the rent question. I mentioned it to Mr. Mantell, but as Mr. Vogel did not bring it up, neither did I.

125. What interval of time elapsed between your visit to Mr. Mantell and your interview with Mr. Vogel?—If I might use the phrase, the two things were contemporaneous. I went from Mr. Vogel's room to Mr. Mantell's house, close by here. The whole thing was going on together.

126. Is it not curious that you should have gone, as it were, from one room to another to discuss that matter with Mr. Mantell, and yet never alluded to it when you went back to Mr. Vogel?—You must remember that I was acting for my clients, and I had instructions, I might say, not to consent to anything which would involve giving up the rents.

127. Surely it was a question whether it was not intended that the compromise included giving up all claims to back rent?—I never understood it so.

128. There is room for such an opinion?—I did not understand the question in that light. I could not tell what was passing in Mr. Vogel's mind.

129. You could have ascertained by simply alluding to the subject which you had been discussing with Mr. Mantell?—I did not wish to suggest to Mr. Vogel that he should ask for further terms. Why should I put the thing into Mr. Vogel's mind?

130. Were you not under the impression at the time that Mr. Vogel considered that the compromise settled all the claims of the Natives?—No; all that I understood was that it referred to the possession of the land, and I thought that Mr. Vogel understood the matter in the same way as I did. He said nothing whatever to lead me to believe he wished anything more given up than what the action related to.

131. Did you explain to the Natives, when you wrote recommending them to agree to the compromise, that they would still preserve their rights to the rents? You had discussed the matter with their friend Mr. Mantell, and it would be reasonable to suppose that you mentioned the circumstances to the Natives?—I am not prepared now to say whether I did or not. It is some time ago. That can be seen by the letter, if Mr. Taiaroa has no objection to its being read. Unless he says he does not object, of course, it being a matter between attorney and client, I am not in a position to produce the letter.

*Mr. Taiaroa* : I have no objection.

*Mr. Izard* : This, then, is a letter to Topi, but a duplicate was sent to Mr. Taiaroa. [Letter read.] (Appendix .)

132. Having read that letter, you will have observed you have not said one single word as to the preservation of the rights of the Natives as to rents?—No; but I said the sum of £5,000 will fairly represent the ultimate chance of getting the land.