

133. Put it in this way: Seeing that it was fully in your mind, after you discussed the matter with Mr. Mantell, that their rights to the rent were fully preserved, is it not remarkable that you should not have mentioned that circumstance to the Natives?—I cannot at this time say what was the reason, or what was in my mind.

134. In the Natives' reply to your letters there is no indication that Taiaroa or Topi thought that certain claims with respect to the back rents were preserved?—There is no reason why they should. I had not referred to any back rents being given up, and there was no reason why they should have referred to the matter in their replies.

135. *Hon. Mr. Fox.*] As you considered the Natives had a right to this £6,000 prior to the compromise, and the compromise did not touch the £6,000, why not have brought an action against the Superintendent to recover that amount, instead of coming to Parliament, a course which presumes that the Natives have exhausted their remedy?—The £6,000 was paid to the General Government since all rents accrued were paid to the General Government. The claim of the Natives, therefore, would be against the Crown and not against the Superintendent. The Crown could not be sued. I think you, as a lawyer, will agree with me in that view of the matter.

136. Whatever claim the Natives had to the rents before the compromise you think they possess now?—Yes; my view is that the compromise related to the land only.

137. Have not the Maoris actually received these back rents? Did they not receive them in the shape of this money paid by way of compromise? It was to be paid by the Superintendent out of moneys accrued in this way. Did the arrangement refer to old rents which had been paid or to rents which had to be paid?—I do not know; I had nothing to do with that question. They were to be paid out of provincial funds. That was stipulated, so that Mr. Macandrew, who was defendant in the suit, should not be personally liable.

138. Is it not peculiar that this particular sum of £5,000 came to be freed? Was it not because that was actually the sum in the hands of the Superintendent which had accrued from the rents?—I do not think so. The rents due were £6,000—I am speaking from recollection—but we fixed upon £5,000.

139. *Mr. Rolleston.*] It says the money is to be paid out of sums paid to the Superintendent? What meaning do you attach to that?—That Mr. Macandrew was not to be personally liable.

140. There was no stipulation that the money to be paid was to be limited by the amount received in rents?—No.

141. How did you arrive at this particular sum of £5,000?—It was Mr. Vogel's offer. I did not suggest the £5,000.

142. *Hon. Mr. Fox.*] There was no specification as to how it was to be made up?—No; the only question was that Mr. Mantell having got an advance of £500, that money was not to be refunded. I did not care where the money came from so long as it was paid. That was not mine nor my client's business.

WEDNESDAY, 7TH NOVEMBER, 1877.

Hon. Mr. MACANDREW, M.H.R., examined.

143. *The Chairman.*] The point upon which the Committee particularly wish your evidence is as to the conditions on which a compromise was made. £5,000 was paid to them at a certain time. The Committee want to know on what conditions—whether it was regarded as a complete compromise, or a partial compromise only?—It was a complete and final settlement of the whole thing, and I think my letter to the then Premier states explicitly the grounds on which I agreed to pay the money.

144. It has been stated in evidence that the Natives—that is, Mr. Izard, acting on behalf of them—only intended it as a stoppage of their proceedings, but that they by no means abandoned their claim to the land. Was that view of the case ever put before you?—Never. If so, I should have abandoned all action in connection with paying the £5,000.

145. How was the money derived which you paid?—From rents of the property over a series of years.

146. Was it derived from rents accruing previous to the grant having been made to you?—Yes, it was; the whole of the rents from the very outset. I think the rents would be very trifling prior to the grant. Until the issue of the grant there was no power legally to enforce collection of the rents.

147. Can you tell the Committee the total amount that had been yielded up to the time of the grant?—No. The Colonial Government collected the rents.

148. Did the Natives receive the whole of the rents? If not, how was the remainder disposed of?—The Natives did not receive the whole of it. There were £6,000 received altogether. I paid the Natives £5,000, and the other £1,000 went in legal expenses incurred in defending the action taken on behalf of the Natives.

149. It has been suggested that the money you paid at that time had accrued after the grant was made to you, and that there was a further sum previous?—The £6,000 represented the whole of the rents paid up to the date of the payment of the £6,000 to us.

150. *Mr. Rolleston.*] That sum was paid by the General Government to the province, on the conditions that appear on the printed correspondence?—Yes.

151. Between the date on which you received the grant and the date of the compromise, the rents were received by somebody?—By the Corporation, not by the Provincial Government.

152. *Mr. Taiaroa.*] At the time you received notice of the proceedings with regard to this land, did you not see me at Wellington, and ask me to put a stop to the proceedings?—I have no distinct recollection as to any particular interview with you on the subject, although I know that I had repeated conversations with you on the matter, in which I stated I was anxious to see the proceedings stopped, to save the money being squandered in law.

153. Do you remember having an interview with Sir Donald McLean?—Several.