

General Government the sum of £500 to cover an amount advanced by the Government for the purposes of the suit. The sum of £4,650 and the sum of £350 which Mr. Mantell has now, making altogether £5,000, to be divided among the Natives according to their own wish. This sum of £5,000 will therefore be free from deductions, and the Natives are not to pay anything to refund the moneys that have been advanced for the purposes of the suit. In addition to the sum of £350 mentioned above, £150 has been sent to England, and I fully believe that this £150 will fully pay all expenses. Of course the suit is not to be stopped until the money is paid.

This arrangement requires your sanction. Think over it carefully, and let me have your answer as soon as possible, because, if you agree to it, the sooner I can stop proceedings in England and any further expenses there the better. If you do not agree to the above terms, the suit must go on; but I strongly recommend you to accept them. They are, in my opinion, as good terms as can be got, and the sum of £5,000 will fully represent the value of the ultimate chance of getting the land. Do not delay in giving me your answer; let it be in Maori, written by yourself, and get some friend to turn it into English that I may understand it.

John Topi Patuki, care of Rev. J. F. H. Wohlers,
Ruapuke, Foveaux Strait.

Your friend,
CHARLES B. IZARD.

No. 3.

Hon. Mr. MANTELL to Mr. TOPI.

DEAR TOPI,—

Wellington, 23rd November, 1872.

As you are aware, a compromise was talked of during last session, by which it was proposed to induce you, on behalf of your tribe, to drop the suit for the cancellation of the grant to the Superintendent of Otago of your Native reserve in Dunedin. Immediately after the session further talk upon the subject took place, of which you will have heard from H. K. Taiaroa. I have put off writing to you on the subject until it should have assumed a definite shape, taking care in the meanwhile that the appeal to the Privy Council should proceed with all necessary expedition. The funds necessary for this purpose were from time to time paid by Taiaroa to the Naboth's Vineyard Account at the Union Bank of Australia. Of these, a sum of £40 paid by him, and of £25 (less discount) sent by you, having been rendered inessential at present by payments to the amount of £500 by Taiaroa, given to him, as I understood, by Government for the purposes of the suit, I have repaid to Taiaroa £150 of the other amount, which has been remitted to England.

I now come to the compromise at present proposed, and beg you to consider it carefully, and to reply as soon as possible.

You will by this mail receive from your lawyer (Mr. Izard) a letter enclosing a copy of a memorandum showing the terms of compromise which he, on your part, and Mr. Vogel, on that of Mr. Macandrew, recommend for your adoption. In my telegram on the 21st, I described this offer to you as representing not by any means the rights of Ngaitahu to the reserve in dispute—for Mr. Izard agrees with me in regarding those as being, barring accidents of law, unquestionable—but as the value of your chances of recovering it or anything by the present or any future action. On considerations of public policy, in the true interests of the colony, I should and do desire that the case should go on before the Privy Council, whatever the result; for I am not absolutely without hope that, showing as it does, among other notable points, a certain looseness in which the Maoris were secured in the enjoyment of benefits purporting to be conferred upon them in former years by the direct representatives of the Crown, and the manner in which, regardless of the extent to which the honor of the Crown may be involved, such looseness may be taken advantage of under our present institutions, and in our present Courts, to abolish those rights, to deprive them of those benefits; and, inasmuch as all these promises were consequent upon some advantage received or to be received by the Crown, to place the good faith of the Empire in an unenviable light—I am not without hope, I say, that an authentic exposure of all the facts relating to this case might at last arouse some English statesman to a sense that, in delegating powers to colonists, the Imperial Government is bound in honor and duty to insist upon the honest fulfilment of every engagement made by Her Majesty's representatives, on behalf of Her Majesty and in Her Majesty's name, prior to such delegation; and that of this duty the Imperial Government cannot divest itself before God, though it may succeed in doing so before man—as man goes.

But you will say, and not without reason, that all this, although it might produce a beneficial effect on other claims, and perhaps even on this, is not for you to consider; that the real question for you is, What is the best, in a pecuniary point of view, that I can do for myself and my tribe in this matter? In this view, I conscientiously believe that, by accepting the proposed compromise, you will obtain the full value of your chances, so far as I can see them. The law is always uncertain, and, so far as I can see, no proper care has, I may almost say, ever been taken, when promises have been made to your tribe or benefits guaranteed, so to bind the Crown as to give you a claim against it irrefragable in the Courts of the Crown—a laxity of small moment in a Crown colony, but dangerous, if not fatal, to your interests in one governed under a Constitution such as ours. The decision of the Privy Council may therefore be adverse, or it may not be final, and the case may have to be begun again, if you can go on with it; and whence are the funds to be derived?

Yesterday afternoon I received a letter from Taiaroa, enclosing copy of an authority from you to him in the matter. As Mr. Izard says that this authority is insufficient, it will still be necessary for you to give or refuse assent to compromise, and he can join in it. Should you decide to accept the terms offered, I have only to suggest that, Mr. McLean having consented to act as one trustee for the money until the manner of its distribution is determined by those interested, you would name Taiaroa or some other than myself as the other. The transfer of the balance can then be more regularly made. Mr. Izard sends Taiaroa copy of his letter to you. I also write to him.

Yours sincerely,
WALTER MANTELL.