

If so, his election under the former Act is void. He contracted for the purchase of waste lands, and this was clearly irregular at the time. He was acting outside the law, and not in accordance with the regulations that existed. The lands which he contracted for were lands confiscated by the Crown. By the Act, rules and regulations were laid down for the purchase of those lands; but Mr. Whitaker's transactions were not in accordance with them.

In fact, honorable members will recollect that special regulations were made to fit the facts in the agreement, and those facts transpired afterwards. This arrangement was made *ex post facto*. At the time, therefore, that Mr. Whitaker was elected, he was engaged in this contract to purchase, and by the law, if that were so, Mr. Whitaker's election was void, and he never was a member of the House. I think Mr. Stafford will remember that I started this last year, but I could not then get a Committee to inquire into the matter.

The Committee will therefore see that there are two points: That the sale of the land was not in accordance with the rules and regulations; and if the sale had been within the law, the payment of part of the money back for road-making was a Government contract, and a matter rendering Mr. Whitaker entitled to disqualification. I only allege the facts that seem to me to bear out the statement made in the House when this Committee was called for. At the time Mr. Whitaker was elected he was not capable of being elected; therefore the election is void, and no repeal of the law afterwards would legalize that election, the contract having been incomplete at the time of his election. Supposing that point failed, the next one would be that Mr. Whitaker's contract was not finished until he actually took his seat in the House. He was sitting in the House when the final amount of money was settled upon for the road-making and the purchase of the Crown land. The contract was open, unfulfilled, and something remained to be done, not only at the time of that election, but at the time Mr. Whitaker took his seat in the House. And as the Act disqualifies after an election, therefore the election has become void. No repeal of the law will rectify the point.

1. *Hon. Mr. Gisborne.*] When did the contract commence?—In 1874; a long time before the election. There had been a great deal of talk about it in 1873. This agreement was made between Dr. Pollen and Mr. Whitaker; was entered into in 1874. The matter was not finally arranged until 1876. Just before the House sat in 1876, an Order in Council was made, on the 12th of June, empowering the Governor to sell this land. That was six months after Mr. Whitaker was declared to be elected. All that time the original contract with the Government was going on. The Order in Council was necessary to make the thing legal. In my opinion that would work an absolute disqualification, otherwise I should not have taken the matter up at all. I am not at all prepared to say that, upon going into the evidence, other matters will not come out. I know that the papers laid upon the table in 1875 could not include the greater part of these particulars, as the Piako Swamp transaction was not then concluded. Certain alterations had to be made in the boundaries, and these took place in July.

These are the main facts of the Piako Swamp charges. I make those charges, believing in my own mind that they will work a disqualification. I may say that I did not think it necessary to state this matter fully in the House, and, in apologizing for not having done so, I would say that it was with no desire on my part not to make this statement there that I neglected to do so. Even if the election were good, Mr. Whitaker was disqualified when he took his seat after the House sat.

Waitoa Exchange.

The other point is in connection with this exchange. Mr. Whitaker has given me a memorandum on the subject. I think it may be understood that the Government was to withdraw from certain preliminary negotiations it had entered into in respect to certain Native lands, and that Mr. Whitaker was allowed to deal with the Natives in the matter. These lands were waste lands that Mr. Whitaker was dealing for. The Supreme Court has decided that Native lands are waste lands of the Crown. If Mr. Whitaker had entered into this arrangement with the Government, his seat should be forfeited.

2. *Hon. Mr. Gisborne.*] What was the supposed arrangement he made with the Government?—I do not know. I am taking Mr. Whitaker's agreement. I can only state the general facts. I never knew that the agreement between the Government and Mr. Whitaker in connection with this block was overthrown.

3. What was the arrangement?—I will read this memorandum. [Memorandum read as follows.]

"Memorandum of an agreement made between the Honorable Dr. Pollen, on behalf of the Government of New Zealand of the one part, and Frederick Whitaker, of the other part, as follows:—

"The said Frederick Whitaker to surrender to the Government all his right, title, and interest in the Piako land, awarded by the Land Claims Court to F. Whitaker and T. Heale, and transferred to F. Whitaker by T. Heale, and in consideration thereof, to receive a Crown grant for an equal number of acres situate between the Piako and Waitoa Rivers.

"The Government to furnish F. Whitaker with a plan of the land, and he to have a right to select the land he will take in one or two blocks; but, if taken in two blocks, the selection to be taken in such way as not to be injurious to the remaining Government land, any question on that point to be determined by the Inspector of Survey. The quantity to which the said F. Whitaker is entitled being 14,783 acres and 1 rood. On the selection being made out of the land, of which the plan is to be furnished him as above-mentioned, he is to have the survey for the Crown grant made at his own expense.

"Auckland, 22nd September, 1874.

(Signed) DANIEL POLLEN."

Mr. Whitaker now says that this arrangement has been done away with, and that he is now purchasing from the Natives himself. But I suggest that there is still an arrangement between Mr. Whitaker and the Government. The Government have given permission illegally to Mr. Whitaker to purchase land.

4. *Hon. Mr. Bowen.*] What is the contract?—The contract is this, as stated in this written agreement between Mr. Whitaker and the Government.

5. I know all that?—What then do you want to know.