

Commission. I met Mr. Coleman—the person who then held the title—upon the question of trying, if possible, to remove the doubts as to the *bona fides* of the several transactions comprised in the purchasing of his estate. Some time during the Commission, or during the interval between the sitting of the Commission and the time the charge was brought against Henare Tomoana, heard about that time, Mr. Coleman's interest was transferred to Messrs. Watt and Farmer; the solicitor in the case being the Hon. J. N. Wilson, on behalf of Messrs. Watt and Farmer. At that very time negotiations of a practical kind began between the Natives and Messrs. Watt and Farmer through myself, and the prices offered for a good title ranged from £3,000, to begin with, up to £17,000, when the matter was, after negotiations extending over a period of four years, settled. This brought me into contact with every person who had to deal with titles in Hawke's Bay, except Mr. Sutton himself. That transaction required me, I think, on a dozen of occasions to search the titles, and I believe I can safely say that I have transcribed the substance of every deed on the registry. I am in a position to say that from the beginning of the title to the end of it there was not a single word to indicate the existence of any such promise, or to make it binding on any person deriving title from Mr. Sutton. A great many deeds in relation to the land are between Maoris and Europeans; there are also transactions between Europeans and Europeans in regard to past transactions with Maoris. There is a transfer from Mr. Sutton himself to Coleman and Fountain, and another from them to Messrs. Watt and Farmer. Throughout the whole of these deeds there is not the slightest suggestion of the existence of this promise.

1792. *Mr. Wakefield.*—The promise of the reserve?—Yes, as to the promise of this reserve. The matter was of very great importance indeed, and occupied a very large portion of my time for the four years I was in Napier negotiating. It led to numberless interviews with the Maoris themselves, who were in the Crown grants, and also with the Europeans whose titles were sought to be made good. Every possible defect in the title, not only in this transaction but in every other, was weighed, discussed, and examined by solicitors acting on both sides, in the presence of the parties; and, from the beginning of the negotiations to the end of them, none of the parties ever referred in the most distant way to any promise of this kind binding on them. I believe myself that, excepting from the statements of the Natives, we were absolutely ignorant of it, and that Mr. Wilson was ignorant of it also. I suppose on three or four different occasions I submitted to Mr. Wilson, the solicitor for Messrs. Watt and Farmer, an abstract of title from my point of view—that is, from the point of view that their title was bad, and required confirmation. Each item was gone into thoroughly, one by one; and at no one time throughout the whole of this negotiation did it ever transpire that any promise was made or known to the parties concerned. I gather from the tone of Mr. Sutton's evidence that this promise was deemed to have been wiped out by the settlement made with Mr. Watt through myself. I may say, as to that, that there is not a particle of foundation for such an assumption. From the beginning of this negotiation to the end of it, Mr. Sutton was never referred to or spoken about, except so far as his name figured in the title. The whole transaction took place altogether independent of any and all previous transactions. My undertaking with Messrs. Watt and Farmer was that, so far as the condition of the title then stood, I would give them a legal conveyance of all the interests of the surviving grantees. There were one or two cases where the grantees were dead, where there had been no formal appointment of successors, and in these cases the signatures were taken of the people likely to be appointed; and it was understood that when they were so appointed by the Native Land Court they would ratify the contract. Mr. Sutton also stated in his evidence that "I was informed by Mr. Watt, about the time that the writ was issued, that he had notified to Mr. Sheehan that if he raised the question in such a way as to affect his title, as that document would, he should immediately prosecute him criminally, and move to have him struck off the rolls." I may say that Mr. Watt was the principal negotiating party from the beginning, during the four years the matter was in hand. When I first went to Napier, outside of the Natives themselves—the Napier gentlemen present will understand me—the only person with whom I had any relations of a friendly nature was with Mr. Watt. We became friends at that time, and remained so without a break until the time of his death. I believe that I can safely say that I was the last Napier person who saw Mr. Watt alive in Auckland, and I affirm absolutely, from the beginning of the transaction until the end, nothing of the kind was ever said to me by Mr. Watt and I believe, on my oath, never was said by him to any other person. I told Mr. Watt at the earliest possible moment of the discovery of this written promise. Mr. Watt knew perfectly well that it did not effect his title in any way whatever—that he was quite safe, and that any remedy, if there were one at all, was against Mr. Sutton. The reason I am myself so positive that these 350 acres never formed any part of the other side's knowledge of the title I think I can explain very briefly indeed. There were two blocks of land covered by the settlement—the one, the Kakiraawa Block, and the other, the one now under discussion—the Awa-o-te-Atua Block. These two blocks were originally held by different grantees. In the Kakiraawa Block there were certain reserves which had been made at the time of the lease of the land by the grantees. Both blocks were leased in the first instance. The reserve in the Kakiraawa Block was about 340 acres, lying mainly along the Great South Road. In this, the Awa-o-te-Atua Block, the only reserve shown upon the plan was one for 25 acres, at what is called the Willow Pa. I am not sure if that is the name of the place. Now, the main subject of discussion in the negotiation for the last twelve or fifteen months was entirely a question of reserves. The Maoris alleged there should have been 340 acres reserve—I think it was 340—in the Awa-o-te-Atua Block. All parties interested said that there was no promise of any reserve in that block beyond the 25 acres—that is to say, 25 acres out of the 6,000 acres. In settling the title Messrs. Watt and Farmer agreed to give, I think, 400 acres—I would not be quite certain whether it was 400 or 600 acres—along the Bridge Pa, near Te Awa-o-te-Atua Block, referred to by one of the witnesses. From the beginning to the end, this matter of the promise never transpired; and I myself, when first told of it, in the absence of documents, declined to entertain the subject when told by Natives, because there had been so many similar allegations made before the Commission, with no other testimony to support them but that of Maori witnesses. I am not quite sure whether Davie, in giving his evidence, stated when he returned to Napier after his two years' absence. I fancy he returned somewhere about 1877; but whether he returned before

Mr. Sheehan.
8th Dec., 1879.