

the 4th November, 1840 (p. 122), shows that these are the exact sums which he claimed to have expended in certain specified amounts as the price of certain specific lands there enumerated, which he estimates at about 500,000 acres. Forty-four years later, on the 23rd February, 1884, he opens his petition to Congress with the same statement he had given about 78,145 dollars for about 500,000 acres of land (p. 117).

27. The whole of the lands enumerated in his letter are, however, included in his fourteen claims, 305 to 305m, with the single addition of lands on the Waitemata River, £280. But it has been recently ascertained from the colony that he made no claim before the Commission for any land on the Waitemata, and the irresistible conclusion is that the fourteen claims, 305 to 305m, are all that he ever really possessed. The letter to the Consul hints at no others; in it he encloses copy of his title-deeds, and in his letter to the Colonial Secretary (20th July, 1841), he says, "I have sent *all* my claims to land before the United States' Government." The statement that he had purchased other thirteen portions and had lost the title-deeds would seem to have been an afterthought, and the claim may be at once reduced by 255,890 acres, as being to that extent wholly fictitious.

28. The claim is shown to be grossly exaggerated, and this extravagant claim was by no means a solitary instance. Nine claimants, as stated by Captain Rous in the House of Commons, professed to have bought more than the whole of New Zealand (omitting the small Southern Island), leaving less than nothing for Webster, less than nothing for the other Americans, who, he says, had bought 1,000,000 acres (p. 122), less than nothing for other foreign claimants, less than nothing for numerous other British claimants, and less than nothing for the entire Native population of the country. Thus, the Government at the outset of the colony was confronted by a problem of great difficulty, magnitude, and complexity. It was clear that the Natives had not understood the alleged transactions, or that the effect of the deeds was to leave the entire Native population homeless and landless; it was also clear that in most cases there could have been no real agreement and no contract. The Government had two courses before it: either summarily to reject all claims on the ground of the wholesale imposition practised upon the Natives, or to devise some scheme which, while protecting the Natives from spoliation, would give to the purchaser good value for any payments actually made.

29. This second alternative was adopted; any person who could prove that he had *bonâ fide* bought something was to be taken to have paid a rate per acre varying according to the year of the purchase, the rate rising, as the time of annexation approached, up to a maximum of 8s. an acre (the scale is at p. 50); the purchaser was to be allowed as many acres as the purchase-money divided by the above rate would give; for instance, if the rate were 4s. an acre, he would receive 5 acres for every sovereign expended. When the price had been given in goods, the goods were to be calculated at three times their cost in Sydney; thus £10 laid out in Sydney would count for £30, and, at 4s. an acre, would be taken as having bought 150 acres, a scale which was certainly not illiberal to the purchaser. The Natives were to be protected by limiting to 2,560 acres the amount of any one grant, unless specially authorised by the Governor in Council, and Commissioners were to be appointed for examining claims and reporting upon them in accordance with the above principles.

30. In 1840, New Zealand formed part of the Colony of New South Wales, and an Act was passed by the Legislature of that colony embodying and giving effect to the above scheme for dealing with New Zealand land-claims. In 1841, New Zealand became a separate colony, with its own Legislature, and on the 3rd June, 1841, an Act was passed there (4 Vict., No. 2), taking the place of the New South Wales Act, but containing the same provisions. It was under this Act (printed p. 47) that Webster's claims were dealt with by the Commissioners in 1843 and 1844; the Commissioners were bound by law to enforce the limitation to 2,560 acres, they had no power to relax it, and when Webster elected to "take his chance with all others," he could only do so upon that condition. The condition was the law of the land, and Mr. Lincoln was under a misapprehension when, in his note of the 9th of February, 1893, he speaks of it as "an arbitrary rule" and "an administrative act." The Commissioners (p. 73) accordingly applied this condition in Webster's case, and were precluded from recommending a grant in several of his claims.

31. Eventually, however, the condition was not enforced against him, for (p. 71) the Governor in Council directed that the whole of the awards in his claims should be referred to the Commission with an instruction to recommend an extension of the grants. And it will be seen (pp. 71, 72) that Commissioner FitzGerald, who dealt with the matter, recommended an award of 17,655 acres to Webster and to various persons who had bought from him, to which must be added 24,259 acres allowed to Webster and his partners Abercrombie and Nagle (pp. 69, 70) in respect of Barrier Island, thus making up the 41,924 acres above mentioned, being everything to which he was able to show title.

32. Before analysing the 244,110 acres in the "Schedule of Titles proved," it may be well briefly to review Webster's proceedings leading up to the manufacture of that schedule. Having in 1835 begun business with a small capital of £1,200 (p. 27), he, five years later (p. 139) owed £12,000, or ten times his original capital, and it is not too much to conclude that his land purchases formed his only substantial asset. At any rate, it appears that, finding himself in these difficulties (*post hoc si non propter hoc*), he formed the design of leaving his business to its fate and getting away to America with his land-claims and as much property as he could take with him. He said nothing to the New Zealand Government as to his land (see p. 52); but on the 4th November, 1840, he wrote from New Zealand to the American Consul (p. 122) at Sydney, claiming to have bought about 500,000 acres, of which he gives a schedule, for 78,145 dollars=£15,672, and professing that the British Government would take it all unless the United States Government would take the matter in hand and stop it. He at the same time sought to propitiate his Government by offering to make over Barrier Island to it for a very small sum.

33. It is impossible to regard this offer as anything but a fraud. It will be seen from the pro-