80. Mr. Bowler recorded in writing his understanding of a conversation with Mr. Mays when he took over from him in November, 1916. He did add in evidence, although he had made no record of it, that he was told the purchase was to be completed within three years and he referred to the agreement as being one to buy back 6 acres " at cost." In substance, therefore, his account recorded at the time and supplemented by his later statement, agrees in treating the agreement as being in the nature of an option and not a reservation and with Mr. Mays' and Mr. Blomfield's statements as to its terms. Mr. Blomfield had a distinct recollection that the document was brought in, not when the transfer was completed, but at a later date. It was, he said, in writing. There was no translation upon it. Ngapipi Reweti, although he refers to the matter, did not read the document, which he said was the agreement, but says he saw them reading. He does not refer to the contents of the translation, which he said was made.

81. There is thus agreement that the arrangement or the option to purchase the 6 acres was in writing, except that Ngapipi Reweti refers to it as typewritten. Departmental officers were at times concerned as to outstanding interests, and they wrongly referred to a verbal arrangement having been made. Mr. Blomfield said that to the best of his recollection the agreement was taken away by the Natives. According both to Mr. Blomfield and Mr. Mays, Wiremu Watene, the person concerned, was not particularly desirous of exercising his right.

82. The question of a reservation in Orakei No. 2B was first raised on the 14th March, 1922, when Messrs. Melville and Ferner, solicitors for Wiremu Watene, claimed 6 acres on the ground that it had been reserved and that Wiremu Watene was to have the right to the said 6 acres on relinquishing a proper proportion of the purchase-money. He had been given this undertaking, they said, on his signing the transfer to the Crown. At that date the purchase-money for the whole of the purchases then made by the Crown from Wiremu Watene had been paid and Wiremu Watene had received the full consideration-moneys without deduction. The letter was acknowledged and inquiries were set in motion, but no final reply was ever given, and the matter was not pursued. Mr. Melville, according to his records, saw Wiremu Watene once only. No agreement was produced to him.

83. There is no evidence that application was made to the Crown for retransfer of the 6 acres or 7 acres until 1922. Mr. Blomfield acted as solicitor for Wiremu Watene for six or seven years after the signing of the transfer of Orakei 2B, and he received no instructions to do anything in connection with the 6 acres. Having regard to the attitude of Wiremu Watene, it is improbable that any application was made prior to 1922. There is no evidence upon any departmental file to show that any application was made, and the solicitors when writing in 1922 do not suggest that any application was made to the Crown. They refer to some application for statements of account to Mr. Mays, who had long since ceased to represent the Crown in the matter. The purchase-money was never tendered, nor was an undertaking to tender it given. By 1922 the time had expired, and the request then made was of no avail.

84. It remains to refer to the suggestion that the agreement was in the possession of the Crown. The departmental files indicate that certain officers of the Crown were wrongly under the impression that the agreement was a verbal one, but the reference to the files which I have made does not disclose any evidence that the agreement was ever in the possession of the Crown. Judge Acheson, in his report on Petitions Nos. 156 and 165 of 1928 refers to his having seen it, and also to what he regarded as an undertaking by the Crown Solicitor given at the inquiry held before him in 1930 to produce it. A transcript of the proceedings before the learned Judge has been available to me and it discloses that the learned Judge was under some misapprehension as to what Mr. Meredith really said. There was an undertaking given to produce what might be available but there was no unqualified and absolute undertaking given to produce the document thereby admitting that it was, in fact, in the Crown's possession.

85. Question 8 is, " Whether any agreement in writing or otherwise was made between the officials or agents of the Crown and one Wiremu Watene or Wiremu Watene Tautari that the said Wiremu Watene or Wiremu Watene Tautari should be entitled at some future date to repurchase from the Crown an area of some 6 acres or 7 acres of Orakei No. 2B Block, and if such an agreement or arrangement were so made, whether the said Wiremu Watene or Wiremu Watene Tautari did, during his lifetime, make application to the Crown for the retransfer of the said 6 acres or 7 acres accompanied by a tender of the purchase-money or an undertaking to tender such purchase-money on being required so to do." The answer is :—

(*a*) The agents for the Crown purchased the whole of Wiremu Watene's interest in Orakei No. 2B Block. At the time of the purchase there was no reservation of 6 acres or 7 acres.

(*b*) Subsequent to the execution of the transfer and to payment of part of the consideration-money, Mr. Mays for the Crown agreed to give Wiremu Watene an option to repurchase 6 acres or 7 acres at cost to the Crown. The option was in writing signed by Mr. Mays.

(*c*) This option was for two or three years.

(*d*) It was never exercised within the stipulated time.

(*e*) Wiremu Watene received full payment upon the basis of there being no reservation.

(*f*) Wiremu Watene, by his solicitors, made application for the land in 1922. This was long after the option had expired.

(*g*) This application was not accompanied by a tender of the purchase-money or by an undertaking to tender the purchase-money on his being required so to do.

(*h*) Wiremu Watene never became entitled during his lifetime to a retransfer of 6 acres or 7 acres of Orakei No. 2B Block.