

Occupation ? Land Agent.

Status ? Member of the Legislative Council.

Have you had any, and what opportunity of becoming acquainted with the dealings and transactions of the New Zealand Company, with the purchasers from it of land in the Province of Nelson ?

Yes ; as an original purchaser resident in Nelson since 1842, and as agent for absentee purchasers, being the proprietors of allotments.

By. Dr. Monro : Were you in Nelson in 1847 ?

Yes.

Do you recollect a certain meeting of owners of land and others which took place in that year to receive a proposition from the New Zealand Company with reference to the scheme of that settlement ?

I do. I was one of a Committee appointed at that meeting to promote an adjustment of the differences which then existed between the Company and its purchasers.

What was the nature of those differences ?

They arose from the non-fulfilment by the Company of its engagements with its purchasers ; chiefly caused by the improper selection of the site of the settlement, in a locality the physical formation of which, prevented the proper delivery of the land.

What was the result of the appointment of that Committee, and the deliberations of the land owners at that time ?

The Committee made a very full report, which was accompanied by certain resolutions. These were adopted by the purchasers, and form the basis of the re-adjustment of the scheme of the settlement, afterwards accepted by the Company's agents, and which subsequently proved a second and final agreement with the Company, commonly known as the resolutions of July, 1847.

I find here in papers relative to the surrender of their charter, presented to Parliament in 1851, a certain document headed " Resolutions of the Committee." Are they the resolutions to which you refer ?

Yes, they are.

Will you state in what sense the second resolution was understood with reference to compensation at the time those resolutions were agreed to ?

It was to secure to all the purchasers, and particularly to the absentees, the right to have their claims to compensation awarded by arbitration. Such claims being in addition to the advantages to be secured by the fulfilment of the other resolutions, which it was contended were not in themselves sufficient to satisfy the legitimate demands of the purchasers.

What was the nature of the compensation contemplated by the purchasers at the time ? Was it land or money, or either at their option ?

Much difference of opinion existed on this point. Many were content to accept their compensation in land, several were satisfied to take part land and part money, while a few required money compensation alone. This was the state of the question at that time the resolutions were adopted by the proprietors in July, 1847.

Then in fact, by the second resolution, it was left an open question whether the compensation was to be in money or land ?

Clearly so, and subject to arbitration not only as to the amount, but also whether any compensation was due or not.

Is it your opinion that the unanimity which it appears was essential to the arrangement, would have been obtained if the land purchasers had known beforehand that the Company would confine the compensation to land only ?

No, it certainly would not ; for independently of the few residents who claimed a money compensation, it would have been unwise in me to have accepted the principle of arbitration on behalf of my clients, unless the condition of money was included, in case any of them had been desirous of pressing such claim.

Do you recollect Colonel Wakefield being over at Nelson soon after the adoption by the purchasers of the resolutions of July ? Did he at any conference with them, read a legal opinion to the effect that the Company was not under any legal liability to its purchasers at Nelson ?