

Your Petitioner respectfully refers the Honorable Members to that officer, who will no doubt corroborate the truthfulness of this statement—an unequivocal proof of Petitioner's right being admitted.

The losses that your Petitioner has sustained in his attempt to carry out the legitimate operations of a colonist, including those losses caused by the destruction of his premises and property by fire, amount to upwards of thirteen thousand pounds. The goods advanced to Europeans and natives from time to time involve a heavy outlay of capital and their debts remain unpaid to this moment amounting to £3,090. Petitioner is prepared to prove that this estimate of capital sacrificed, irrespective of that expended on the land, is correct.

In Petitioner's letter to the Under Secretary of State for the Colonies, R. W. Hay, dated 3rd June, 1834, it was clearly stated that Petitioner possessed several establishments, also a considerable quantity of land in New Zealand, obtained by purchase from the native chiefs. The shadow of an objection was not then made by the Secretary of State, to raise a doubt on the mind of Petitioner that his right to the property purchased would ever be called in question by the Government, whether the country was colonised or not. On the contrary, Mr. Secretary Spring Rice, the then Secretary of State for the Colonies, was pleased to confer on Petitioner the appointment of "Additional British Resident" at New Zealand, to enable him the more effectually to protect his acquired property in conjunction with his official duties, thus recognizing Petitioner's right to his purchase. But he submits a stronger and a more conclusive proof of the Government's recognition of his claims to his New Zealand property. The letter of Mr. Secretary Spring Rice to Major-General Bourke, Governor of New South Wales, dated as per margin, states:—

July 8, 1834.

"Mr. Thomas McDonnell, a Lieutenant in the Royal Navy, who has been residing for some years in New Zealand, upon property acquired by him there, has represented to me the advantages which would result to him personally, as well as to other Europeans who have settled in the same district, by his being invested with a corresponding appointment to that lately conferred upon Mr. James Busby, as British Resident," &c. &c.

And, with reference to Major-General Bourke's confirming the Secretary of State's appointment, the General, while he takes care to impress upon Petitioner that he is not to make any claim on his Majesty's Government, in the way of pension or otherwise, for services, expressly states that the appointment is principally conferred upon your Petitioner with the view to protect him in his property, in conjunction with his official duties.

The protective advantages that such an appointment would necessarily confer was considered an equivalent for absence of salary. For your Petitioner felt that the British Government had admitted his New Zealand purchases as an unattachable and exclusive right, by placing him in a commanding position to secure it.

Your Petitioner, resting implicitly on the good faith of his Government, was induced fearlessly to embark his all in carrying out his New Zealand operations within the limits of his purchase, for the benefit of his family, and he naturally looked to and relied upon that Power to protect him against any innovations, whether on the part of Europeans or Natives.

Your Petitioner submits, that, under all the circumstances stated in this document, his case will be viewed as one totally differing from other parties, who (unauthorized by the Government) have purchased land in New Zealand previously to its becoming an appendage to the Crown; for *his* land was purchased with the cognizance and sanction of the Government, as is shown by the documents he has quoted from and forwarded with the petition; and he therefore feels justified in claiming exemption from the stringent rules laid down to regulate the quantity of land which each purchaser should be allowed to retain from the aggregate quantity purchased from the Natives.

If the deeds of Petitioner be correct and legal; if the purchases have been sanctioned by the Secretary of State; if the natives, previously to the disposal of their land, had the nature of the transaction clearly explained to them; if they received the payment as a just equivalent for land sold; if they were fully satisfied therewith, and then signed the deeds of conveyance in the presence of respectable English witnesses, who attested the act with their signatures, and subsequently on oath; and lastly, if the purchase of the land was not, at the time of purchase, repugnant to British law, (which the Secretary of State has virtually admitted in the case of Petitioner, by the unmistakeable manner in which assistance was rendered by the Colonial Office to Petitioner, to enable him to secure and protect his acquired property) then, Petitioner submits that he has a clear and irresistible case, to throw himself upon your consideration for inquiry and justice; and this he claims as a British subject, and also as one who has materially assisted in placing New Zealand in its present prosperous and healthy condition as a British Colony.

Petitioner holds thirteen leases from parties, European and Native, who were located on his property at different times.